

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.73353 of 2025

Arising Out of PS. Case No.-2151 Year-2024 Thana- COMPLAINT CASE District- Araria

Jitendra Kumar Mehta @ Suraj @ Suraj Kumar @ Jitendra Kumar S/O Jagdish Mehta R/O Village- Raghunathpur Dakshin, Ward No. 07, P.S-Bhargama, Distt.- Araria.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rupa Kumari W/O Jitendra Kumar Mehta @ Suraj @ Suraj Kumar @ Jitendra Kumar, D/O Bharatlal Mehta R/O Village- Shivanagar, Ward No. 12, P.S- Raniganj, Distt.- Araria.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Vijay Kishore Bharti
For the Opposite Party/s : Mr. Nand Kishore Prasad
Mr. Mukesh Kumar Rana

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 24-03-2026 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
the opposite party no. 2.

2. The petitioner apprehends his arrest in a case registered for the offences punishable under Sections 85 and 115(2) of the B.N.S.

3. Learned counsel appearing on behalf of the petitioner submits that petitioner, being the husband, has been falsely implicated in the instant case by the opposite party no. 2. It is further submitted that relationship in between the petitioner and the opposite party no. 2 has soured to an extent that where it



is not possible to revive the conjugal relationship for the present but with passage of time and on intervention of well-wishers, the parties may resolve the dispute amicably. It is next submitted based on instruction that petitioner being the husband is aware of his responsibility towards the opposite party no. 2 and the child, as such, petitioner is willing to pay a monthly maintenance of Rs.2,000/-.

4. Learned counsel appearing on behalf of the opposite party no. 2 submits that the case was referred for mediation but then the mediation failed, as such, it might be a ploy on the part of the petitioner to agree before this Court of paying an amount of monthly maintenance of Rs.2,000/- only for the purposes of seeking anticipatory bail, on which learned counsel appearing on behalf of the petitioner submits that petitioner is aware of the consequences of giving undertaking before this Court. It is further submitted that if petitioner breaches the undertaking and if anticipatory bail is granted then the same shall be liable to be cancelled, on which learned counsel appearing on behalf of the opposite party no. 2 submits that since petitioner is willing to pay a monthly maintenance of Rs.2,000/-, as such, no useful purpose would be served by sending the petitioner to jail and chances of future reconciliation



may also get marred. It is next submitted that the bank account number of the opposite party no. 2 shall be WhatsApped on the WhatsApp number of the learned counsel appearing on behalf of the petitioner and learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner so that monthly maintenance as agreed commences from 01.04.2026.

5. Learned A.P.P. for the State opposes the prayer for anticipatory bail of the petitioner.

6. After hearing the learned counsel for the parties, let the petitioner, above-named, in the event of his arrest or surrender within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Trial Court where the case is pending/Successor Court in connection with Complaint Case No.2151C of 2024, subject to the conditions as laid down under Section 438(2) of the Cr.P.C./482(2) of the B.N.S.S.

7. However, it is made clear that opposite party no. 2 shall be at liberty to approach this Court seeking cancellation of the anticipatory bail granted to the petitioner, in the event, the petitioner does not deposit the amount of maintenance as agreed



for two consecutive months.

8. It is further made clear that if the Court of competent jurisdiction fixes the maintenance, in that event, the present maintenance shall stop.

(Satyavrat Verma, J)

vikash/-

U		T	
---	--	---	--

