

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.83571 of 2025

Arising Out of PS. Case No.-819 Year-2023 Thana- KATIHAR NAGAR District- Katihar

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Ajay Tripathi @ Ajay Tripathy S/o Late Rajendra Tripathi @ Rajindra Tripathi @ Rajendra Tripathy R/o Village - Amarut, P.O - Amarut, P.S - Bahera, District - Gaya, Also resides at Village - Chulharbiga, P.S - Bela, District - Gaya

... .. Petitioner/s

Versus

1. The State of Bihar
2. Poonam Kumari W/o Ajay Tripathi @ Ajay Tripathy D/o Krishnanand Jha, R/o - Naya Tola, Ward No. 34, Near - Ramkanthu Madhya Vidyalaya, P.S - Nagar Katihar, District - Katihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Md. Helal Ahmad, Adv.
For the Opposite Party/s : Mr. Binod Kumar, APP

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

6 01-07-2026 Heard learned counsel for the petitioner and learned
A.P.P. for the State.

2. The petitioner apprehends arrest in connection with Katihar Town P.S. Case No. 819 of 2023, registered for offences under Sections 498(A), 406, 120(B), 354 & 34 of the I.P.C. read with Section 3/4 of the D.P. Act.

3. As per the prosecution case, the petitioner is the husband of the victim. The victim (O.P. No. 2) has filed this case for demand of dowry and torture.

4. Learned counsel for the petitioner submits that petitioner is quite innocent and has not committed any offence. Learned counsel submits that the parties have a child, who is



staying with the O.P. No. 2, *i.e.* the wife of the petitioner. The petitioner bears clean antecedent.

5. Learned A.P.P. for the State has vehemently opposed the prayer for bail.

6. Considering the submission of the parties and in light of the law laid down by the Hon'ble Supreme Court in the case of *Arnesh Kumar Vs. State of Bihar* reported in (2014) 8 SCC 273, this application for grant of anticipatory bail is allowed.

7. Let the petitioner, above named, in the event of his arrest or surrender before the concerned Court below within four weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Ten Thousand Only) with two sureties of the like amount each to the satisfaction of the learned Court below where the case is pending/successor Court in connection with Katihar Town P.S. Case No. 819 of 2023, subject to the conditions as laid down under Section 482(2) of the B.N.S.S. with further conditions that:

(i). The petitioner is directed to pay a maintenance amount of Rs.7,000/- from the month of July 2026 to the complainant/informant. The maintenance for the month of July 2026 shall be paid to the complainant/informant within ten days from



today, and thereafter, the maintenance amount shall be paid to the complainant/informant every month before the 10th day of each month, failing which the bail bonds of the petitioner shall automatically be cancelled by the court below.

8. The petitioner is avoiding his appearance in the Maintenance Case No. 309 of 2023 which is pending in the court of learned Principal Judge, Family Court, Katihar.

9. The petitioner is directed to appear before the learned Principal Judge, Family Court, Katihar on 06.07.2026 and on that date, the learned Principal Judge, Family Court, Katihar will fix a date in the maintenance case and proceed with the case on day to day basis and conclude the same at the earliest, preferably within a period of three months.

10. The learned Principal Judge, Family Court, Katihar will proceed *ex-parte* against the non-cooperating party. The maintenance amount of Rs. 7,000/- shall be subject to the outcome of any maintenance order passed by the learned Principal Judge, Family Court, Katihar.

11. Needless to state that, if the petitioner fails to abide by the terms and conditions, as stated hereinabove, the State shall be at liberty to file an appropriate application before the learned concerned court below for cancellation of bail



granted to the petitioner.

12. Let a copy of this order be communicated to the learned Principal District & Sessions Judge, Katihar through FAX for its compliance forthwith.

(Sandeep Kumar, J)

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