

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2647 of 2026

Arising Out of PS. Case No.-198 Year-2023 Thana- MANIGACHI District- Darbhanga

Rohit Mukhiya son of Ramesh Mukhiya Resident of Village- Ramanli, Ps-
Bahera, Dist- Darbhanga, At present Village- Adhloam, Ps- Bahera, Dist-
Darbhanga

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rita Kumari wife of Rohit Mukhiya Resident of Village- Katma, Ps-
Manigachhi, Dist- Darbhanga

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Krishna Kumar
For the Opposite Party/s	:	Mr.Brajendra Nath Pandey, Mr. Saurav Anand, Adv

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 28-04-2026 **1.** Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
the OP No. 2.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 341, 323,
498A, 506 and 34 of the Indian Penal Code.

3. Learned counsel for the petitioner submits that
petitioner had earlier moved this Court seeking anticipatory bail
by filing Cr. Misc No. 13943 of 2025 and the same was
permitted to be withdrawn as notice under Section 41(1)(b)
Cr.P.C was given to the petitioner. It is next submitted that
thereafter police submitted charge-sheet based on which



cognizance came to be taken hence petitioner apprehends arrest.

4. The learned counsel for the petitioner submits that dispute is matrimonial and petitioner is the husband. It is fairly submitted that presently the relationship in between the petitioner and the OP No. 2 has soured to an extent where it is not possible to revive the conjugal relationship, but with passage of time and on intervention of well-wishers, the parties may resolve their dispute amicably. It is also submitted that petitioner being husband is aware of his responsibility towards the OP No.2 and the child, who presently is residing with the OP No. 2, as such petitioner is willing to pay a monthly maintenance of Rs. 4,000/- to the OP No. 2, which shall commence from 1-5-2026.

5. Learned counsel appearing on behalf of the OP No. 2 submits that it might be a ploy of the petitioner to seek anticipatory bail and after obtaining anticipatory bail, the monthly maintenance as agreed may not be credited in the account of the OP No. 2, on which the learned counsel appearing on behalf of the petitioner submits that petitioner is aware of the consequences which would entail in the event if the petitioner breaches the undertaking given before this Court, it is further submitted that if privilege of anticipatory bail is granted



to the petitioner and subsequently if the petitioner does not pay the amount of maintenance, in that event, his anticipatory bail shall be liable to be cancelled, on which the learned counsel appearing on behalf of the OP No. 2 submits that since petitioner is willing to pay a monthly maintenance of Rs. 4,000/-, as such no useful purpose would be served by sending the petitioner to jail as chances of future reconciliation will also get marred.

6. The learned counsel for the OP No. 2 also submits that he will WhatsApp the bank account number of the OP No. 2 on the WhatsApp number of the learned counsel for the petitioner and the learned counsel for the petitioner undertakes to communicate the same to the petitioner so that the monthly maintenance commences from 1-5-2026.

7. Learned APP also does not oppose the anticipatory bail application in view of the submissions made by learned counsel for the parties.

8. Considering the submission made by the learned counsel for the parties, 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. 5,000/- (Rupees Five 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 Manigachhi PS Case No. 198 of 2023, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

9. However, it is made clear that OP No. 2 shall be at liberty to file an application before this court seeking cancellation of the anticipatory bail granted to the petitioner, in the event if the petitioner does not deposit the monthly maintenance as agreed for two consecutive months.

10. It is further made clear that the present maintenance shall stop, if a court of competent jurisdiction fixes the maintenance.

(Satyavrat Verma, J)

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