IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.44022 of 2026

Arising Out of PS. Case No.-52 Year-2025 Thana- MUSRIGHRARI District- Samastipur

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Abhinandan Kumar Thakur @ Jhunjhun S/O Raghuvansh Thakur R/O Village- Dubha, P.S- Sakra, Distt.- Muzaffarpur.

... ... Petitioner/s

Versus

1. The State of Bihar
2. Diksha Kumari W/O Abhinandan Kumar Thakur @ Jhunjhun R/O Village- Dubha, P.S.- Sakra, Distt.- Muzaffarpur of at present- D/O Anirudh Kumar, R/O Village- Barbatta Salempur, P.S- Mushrigharari, Distt.- Samastipur.

... ... Opposite Party/s

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Appearance :
For the Petitioner/s : Mr. Dilip Kumar Roy- Advocate
For the Opposite Party/s : Ms. Gulnar Begum- A.P.P.
Mr. Raj Kumar- Adv. For Informant

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

3 21-08-2026 1. Heard learned counsel for the petitioner, the learned counsel appearing on behalf of the informant and learned APP for the State.

2. The petitioner seeks bail in anticipation of his arrest in a case registered for the offences punishable under Sections 127(2), 115(2), 118(1), 176, 303(2), 85, 352, 351(2) and 3(5) of the B.N.S. and Sections 3 and 4 of the D. P. Act.

3. The learned counsel for the petitioner submits that the case was taken up on 12.08.2026, when a submission was made that petitioner will go and fetch the informant along with the child back to her matrimonial home from her parental home, but then the same could not materialize. It is also submitted that

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relationship in between the petitioner and the opposite party no.2 has soured to an extent where it is not possible to revive the conjugal relationship in the present, but then, with passage of time, the parties may resolve their dispute amicably on intervention of well-wishers. It is also submitted that he has instructions to make submission on behalf of the petitioner that petitioner, being husband, is aware of his responsibility towards the opposite party no.2 and the child and petitioner intends to give a monthly maintenance of Rs.7,000/- (Rs. Seven Thousand) which shall commence from 01.09.2026.

4. The learned counsel appearing on behalf of the opposite party no.2 also submits that if petitioner is sent to judicial custody, the chances of future reconciliation will get marred and since petitioner is willing to pay a monthly maintenance of Rs.7,000/-, as such, no useful purpose would be served by sending the petitioner to jail, but then, it is submitted that if the petitioner after obtaining anticipatory bail does not pay the monthly maintenance as submitted by the learned counsel appearing on behalf of the petitioner, in that event, what will happen, on which the learned counsel appearing on behalf of the petitioner submits that the submission has been made based on instruction of the petitioner and if the petitioner will

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breach the undertaking given to the Court, the consequences of cancellation of anticipatory bail shall follow, on which the learned counsel appearing on behalf of the opposite party no.2 submits that he will whatsapp the bank account number of the opposite party no.2 on the whatsapp number of the learned counsel appearing on behalf of the petitioner and the learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner, so that the monthly maintenance as agreed commences from 01.09.2026.

5. After hearing the learned counsel for the parties, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum 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 Musharigharari P. S. Case No.52 of 2025, subject to the conditions laid down under Section 482(2) of the B.N.S.S.

6. The application stands allowed.

7. However, it is made clear that the opposite party no.2 shall be at liberty to file an application seeking cancellation

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of anticipatory bail of the petitioner, in the event, if the petitioner does not pay the monthly maintenance as agreed for two consecutive months.

8. It is further made clear that the present maintenance will stop, the moment maintenance is fixed by a Court of competent jurisdiction.

(Satyavrat Verma, J)

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