

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.10150 of 2014

Arising Out of PS.Case No. -596 Year- 2013 Thana -PATNA COMPLAINT CASE District-
PATNA

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Chamru Malik S/O Laddu Mallik R/O Village Rajpur, P.S. Piri Bazar,
District Lakhisarai.

.... Petitioner/s

Versus

1. The State Of Bihar.
2. Kamini Devi @ Kumkum Devi D/O Bhailal Mallik W/O Chamru Malik
R/O Village Doctor Toli, Mokama, P.S. Mokama, District Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Sanjay Kumar @ S.K.

For the Opposite Party/s : Mr. Surendra Kumar(App)

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CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR
MANDAL
ORAL ORDER

13 14-12-2016 Heard the counsel for the petitioner and the counsel for
the complainant.

The petitioner prays for bail in complaint case no. 596C
of 2013 registered under section 498A IPC including section 34 of
the D. P. Act.

From the previous order, it appears that the matter was
referred to the Mediation and Conciliation Centre of the Patna
High Court where, upon deliberation, the parties reached to a
matrimonial agreement, copy whereof has been produced by the
petitioner wherefrom it appears that the petitioner being the
husband was required to pay 25% of the salary inclusive of



dearness allowance to the complainant by crediting in the account of the complainant. It was further agreed that whereafter no dispute remained to be solved.

The contention of the petitioner is that the amount, as per clause 2 of the agreement, is being paid by crediting in the account of the complainant. The complainant has also filed a matrimonial case which is pending consideration before the learned family court.

Learned counsel for the complainant, on the other hand, states that the petitioner was also required to bear the cost incurred on the education of the daughter which is not being done as also that he has to bear the cost of marriage of the daughter.

Be that as it may, considering the fact that the payment of the maintenance amount as per clause 2 of the agreement/settlement arrived at between the parties are being credited in the account of the complainant and the fact that the complainant has already lodged a matrimonial dispute in the court below where all other grievances can be raised for consideration, I am inclined to extend the petitioner the privilege of anticipatory bail. Let the petitioner named above, in the event of arrest/surrender within four weeks from today, be released on bail on furnishing bail bond of Rs. 10,000/- with two sureties of the



like amount each to the satisfaction of SDJM, Barh, Patna in Complaint Case No. 596C/13 on condition that one of the bailors of the petitioner shall be his own/close family member. In the event of framing of charge, the petitioner shall appear in person each date fixed at the trial. In case of default in doing so on two consecutive dates, the trial court shall have liberty to cancel his bail bonds and secure his arrest in accordance with law.

(Kishore Kumar Mandal, J)

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