

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27430 of 2019

Arising Out of PS. Case No.-61 Year-2016 Thana- MUZFFARPUR COMPLAINT CASE
District- Muzaffarpur

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Raushan Kumar, Son of Ramchandra Mandal, Resident of Village - Bahilwara
@ Garha, P.S.- Runnisaidpur, District -Sitamarhi.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Pooja Kumari, Wife of Raushan Kumar, D/o Krishndeo Mandal, Resident of Village and P.O. Sahila Rampur, P.S.- Hathauri, District - Muzaffarpur.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Nachiketa Jha, Advocate

For the Opposite Party/s : Mr. Sunil Kumar Pandey, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

7 14-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no.2, apprehends his arrest in Trial No. 2727 of 2017 arising out of Complaint Case No. 61 of 2016 registered for the offence(s) under Section 498A of the Indian Penal Code as well as under Section 4 of the Dowry Prohibition Act.

Earlier, vide order dated 17.08.2019, the matter was sent to Mediation and Conciliation Center of Patna High Court for settlement of dispute between the parties and in this regard, Mediator's report dated 13.11.2019 has been received which is kept at flag 'A'. From perusal of Mediator's report dated 13.11.2019, it appears that mediation has failed.

Learned counsel for the petitioner submits that at this



juncture, the petitioner is ready to give maintenance amount of Rs. 2,000/- (Rupees Two Thousand) per month, starting from this month, to opposite party no.2.

In view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of Rs. 2,000/- (Rupees Two Thousand) per month, in the event of arrest/surrender within a period of six weeks from today, let the above-named petitioner be enlarged on bail on furnishing bail-bond of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned S.D.J.M., East Muzaffarpur, in connection with Trial No. 2727 of 2017 arising out of Complaint Case No. 61 of 2016 on the following conditions:

“(1) Opposite party no.2 would file an affidavit before the court below and bring on record her saving bank account number for its communication to the petitioner.

(2) Petitioner would deposit the aforesaid maintenance amount per month in the saving bank account of the opposite party no.2.

(3) In case, the petitioner fails to deposit the maintenance amount for two consecutive months, the court below would be at liberty to cancel the bail-bond.



(4) Petitioner shall cooperate in the trial and shall be properly represented on each and every date fixed by the Court and shall remain physically present, as directed by the Court and on his absence on two consecutive dates without sufficient reason, his bail-bond shall be cancelled by the Court below.

(5) If the petitioner tamers with the evidence or the witnesses, in that case, the prosecution will be at liberty to move for cancellation of bail.

(6) The aforementioned payment will be subject to any order passed in matrimonial, maintenance or connected proceedings. The present order, in no way, will preclude the parties to resolve the issue otherwise.”

(Prabhat Kumar Singh, J)

Ankit/-

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