

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.32582 of 2019**

Arising Out of PS. Case No.-34 Year-2019 Thana- KOTWALI District- Patna

Aakash Gaurav, Son of Late Uday Kumar, Resident of Goriya Toli, Station Road, P.S.- Kotwali, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar  
2. Subh Kriti, D/o Prabhat Kumar, At present residence at Bhutnath Road, P.O.- Bahadurpur, P.S.- Agamkuan, District- Patna

... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Uday Kumar, Advocate  
For the Opposite Party/s : Mr. Nirmala Kumari, A.P.P.

**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH**  
**ORAL ORDER**

6      14-02-2020                      Heard learned counsel for the parties.

The petitioner, husband of opposite party no.2, apprehends his arrest in Kotwali P.S. Case No. 34 of 2019 registered for the offence(s) under Sections 323, 307, 498(A) of Indian Penal Code.

Earlier, vide order dated 13.08.2019, the matter was sent to Mediation and Conciliation Center of Patna High Court for settlement of dispute between the parties, in this regard, Mediator's report dated 29.11.2019 has been received which is kept at flag 'Mediation Report'. From perusal of the Mediator's report dated 29.11.2019, 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. 5,000/- (Rupees Five 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. 5,000/- (Rupees Five 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 Chief Judicial Magistrate, Patna, in connection with Kotwali P.S. Case No. 34 of 2019 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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