

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No. 37461 of 2019

Arising Out of PS. Case No.-974 Year-2016 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

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Manoj Kumar Thakur (Male) aged about 39 years, Son of Sakaldeo Thakur @ Sakaladeo Thakur Resident of Village + P.O. - Puraini Bazar, P.S.- Puraini, Dist.- Madhepura, Pin- 852116

... .. Petitioner/s

Versus

1. The State of Bihar
2. Sangeeta Kumari @ Sangeeta Kumari M. Thakur @ Sangeeta (Female), aged about 34 years, wife of Manoj Kumar Thakur, resident of village + P.O. - Puraini Bazar, P.S. Puraini, District Madhepura – 852116, At present D/O Sri Ramji Vishwakarma Mohalla- Yoshufganj, Naka No.6, P.O.- Lal Bagh, Ward No.33, P.S.- Laheria Sarai, Dist.- Darbhanga, Pin - 846004

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr.Tej Kumar Maharaj
For the Opposite Party/s :	Mr.Syed Ehteshamuddin
	Mr. Shiva Shankar Sharma

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4. 19-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in Complaint Case/C.R. No. 974 of 2016 registered for the offence under Section 498(A) of the Indian Penal Code.

Earlier, vide order dated 14-08-2019, the matter was sent to Mediation Centre for settlement of dispute between the parties, but from perusal of Mediator's report dated 21-10-2019 (Flag 'M'), 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. 3,000/- (three thousand) per month, starting from this month, to complainant/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. 3,000/- (three thousand) per month, the provisional bail granted, vide order dated 21-06-2019, is, hereby, confirmed 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 tampers 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.)

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