

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No. 37612 of 2019

Arising Out of PS. Case No.-351 Year-2017 Thana- SAHARSA COMPLAINT CASE
District- Saharsa

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Sunil Chaupal male, aged about 27 years, Son of Naresh Chaupal Resident of Village- Ram nagar Bharna, P.O.- Kharka Telwa, P.S.- Nauhatta, District- Saharsa.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Mamta Devi Wife of Sunil Chaupal, D/o Gujrain Chaupal Resident of Village- Khajuraha, P.S.- Mahishi, District- Saharsa.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr. Pramod Mishra
For the Opposite Party/s :	Mr. Chandra Bhushan Prasad
	Mr. Md. Harun Quareshi

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5. 19-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in Complaint Case No. 351C of 2017 registered for the offence under Section 498(A) of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

Earlier, vide order dated 06-09-2019, the matter was sent to Mediation Centre for settlement of dispute between the parties, but from perusal of Mediator's report dated 03-12-2019 (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. 2,500/- (two thousand & five hundred only) 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. 2,500/- (two thousand & five hundred) per month, the



provisional bail granted to the petitioner, vide order dated 24-06-2019, 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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