

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No. 60856 of 2018

Arising Out of PS. Case No.-330 Year-2017 Thana- NOKHA District- Rohtas

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Vivek Kumar @ Vivek Suresh Prasad Son of Suresh Ram, Resident of
Village- Tarad, P.S.- Nokha, District- Rohatas.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Salini Suman, D/o Sukh Deo Ram, Village – Chenari, Krimar Tola, P.S.
Chenari, District Rohtas.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Chandra Mohan Jha
For the Opposite Party/s : Mr. Amitesh Kumar

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5. 18-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in Nokha P.S. Case No. 330 of 2017 registered for the offence under Sections 498(A), 307/34 of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act..

Earlier, vide order dated 29-11-2018, the matter was sent to Patna High Court Mediation Centre for settlement of dispute between the parties, but from perusal of Mediator's report dated 04-04-2019 (Flag 'B'), 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/- (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/- (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/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned A.C.J.M., Sasaram, Rohtas in connection with Nokha P.S. Case No. 330 of 2017 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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