

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.50984 of 2019

Arising Out of PS. Case No.-1014 Year-2016 Thana- COMPLAINT CASE District- Banka

MD. ISHAK @ MD. ISHAK ALAM S/o Md. Shalim R/o Village-
Rahmaniganj, P.S.- Kajraili, District- Bhagalpur Petitioner
Versus

1. The State of Bihar
2. Bibi Tabbasum Khatun W/o Md. Ishak @ Md. Ishak Alam R/o village-
Rahmaniganj, P.S.- Kajraili, District- Bhagalpur, At present D/o Md. Islam,
R/o village- Katiyama, P.S.- Rajaun, District- Banka
... ... Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Sanjeev Kumar, Advocate
For the Opposite Party/s : Mrs Madhuri Lata, Addl Public Prosecutor
Sri Niwas Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 26-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in a case registered for the offence punishable under Sections 498A/494 of the Indian Penal Code and sections 3/4 of the DP Act.

From perusal of Mediator's report dated 5.2.2020, 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. 2500/-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. 2500/-per month, in the event of arrest/surrender within a period of six weeks from today, 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 Sub Divisional Judicial Magistrate, Banka in Complaint case no. 1014/2016, 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 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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