

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.50961 of 2019

Arising Out of PS. Case No.-2403 Year-2015 Thana- PATNA COMPLAINT CASE District-
Patna

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Shekhar Kumar Singh, Son of Jagdish Singh, Resident of Village - Takha,
P.S.- Takha, Dist.- Ballia, Uttar Pradesh, Presently residing at Quarter No.34/9
DRDO Township P.S.- Kanchanbagh, Dist.- Hyderabad, Telangana.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Priyanka Singh, Wife of Shekhar Kumar Singh, D/o Late Chandreshwar Prasad Singh, Resident of Village - House no.1606, Manorma Niwas, Mahatama Gandhi Nagar, Near- Budha Dental College, Kankarbagh, P.S.- Patrakar Nagar, Dist.- Patna.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Shashank Chandra, Advocate
For the Opposite Party/s : Mr. Prem Kumar Jha, APP
For the Opposite Party No. 2: Mr. Abhinav Srivastava, Advocate

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL ORDER

7 02-11-2020 Heard Mr. Shashank Chandra, learned
counsel for the petitioner, Mr. Abhinav Srivastava for the
complainant/opposite party no. 2 and Mr. Prem Kumar
Jha, learned APP for the State.

The petitioner, who is the husband of
opposite party no. 2, seeks bail in anticipation of his
arrest in connection with Complaint Case No. 2403(C) of
2015 dated 02.07.2015 in which cognizance has been
taken under Sections 498(A), 307, 323, 377, 406 and
120B of the Indian Penal Code and under Sections 3/4
of the Dowry Prohibition Act.

On 02.09.2020, this Court had noticed the



fact that the proceedings before the Mediation Centre could not be concluded for reasons which were not very explicit.

The petitioner who is the husband of opposite party no. 2 is willing to make the payment of the maintenance amount fixed by the court below up-to-date. In that process, he has paid an amount of Rs. 2.25 lakhs and only an amount of Rs. 3.75 lakhs is outstanding. This amount could not be paid because the petitioner could not get his fixed deposits encashed.

However, he undertakes that within a period of three months the aforesaid amount shall be paid to the opposite party no. 2. So far as monthly maintenance is concerned, the petitioner has been paying Rs. 22000/- per month to opposite party no. 2 from his salary account on the 5th of every month. There is no dispute with respect to the aforesaid averment made on behalf of the petitioner.

What the learned counsel for the petitioner has impressed upon this Court is that there should be an observation which perhaps should be taken note of by the mediator who is in-charge of the case, that in case the parties are agreeable for a one time settlement, such possibility also should be explored.

Though Mr. Abhinav Srivastava, learned



Advocate for opposite party no. 2 does not have any instruction on that account but the suggestion made by the counsel for the petitioner appears to be reasonable.

While concluding the mediation proceeding, the mediator shall take into account all such factors and shall ensure that the issues between the spouses are resolved amicably.

Taking into account the clear and specific stand of the petitioner that he shall make up-to-date payment of the monthly maintenance amount fixed by the court below within a period of three months, this Court is inclined to grant anticipatory bail to the petitioner, with the liberty to the opposite party no. 2 to approach the court below for cancellation of bail if the undertaking given by the petitioner before this Court is not fulfilled in letter and spirit.

The petitioner is directed to be released on bail, in the event of his arrest or surrender before the court below within a period of eight weeks from the date of receipt/production of a copy of this order, on his furnishing bail bonds in the sum of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Sub-Divisional Judicial Magistrate, Patna in connection with Complaint Case No. 2403(C) of 2015, subject to the conditions as laid down



under Section 438(2) Cr.P.C.

It need be reiterated that the petitioner shall keep up his promise of making payment of Rs. 3.75 lakhs within a period of three months, to be counted from today, and making regular monthly payment of Rs. 22000/- towards maintenance of opposite party no. 2 every month.

The petition stands disposed of accordingly.

(Ashutosh Kumar, J)

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