

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.48931 of 2019**

Arising Out of PS. Case No.-16 Year-2019 Thana- MAHILA P.S. District- Banka

Ashutosh Kumar Son of Bipin Mandal @ Bipin Kumar Mandal, Resident of
Village - Kumarkhal, P.S.- Amarpur, Distt - Banka.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Asha Kumari, D/O Pradip Narayan Kapri, village-Baidadih,
P.O.Ramchandrapur Itarhi, P.S. Amarpur, District-Banka.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Subodh Chandra Jha

For the Opposite Party/s : Mr.Kanhaiya Kishore(App100)

**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER**

6 25-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in Banka (Mahila) P.S. Case No.16 of 2019 registered for the offence under Sections 498(A) and other allied Sections of the Indian Penal Code and Sections 3 /4 of the Dowry Prohibition Act.

Learned counsel for the petitioner submits that the petitioner is ready to give maintenance amount of Rs. 5,000/- (five thousand) per month, starting from this month, to complainant/opposite party no. 2, which has been agreed by the counsel for 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, the provisional bail



granted to the petitioner vide order dated 06.08.2019 is 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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