

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.49333 of 2019

Arising Out of PS. Case No.-100 Year-2019 Thana- RUPASPUR District- Patna

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Rajeev Raj @ Sonu Kumar Son of Late Binay Singh, Resident of Village -
Rupaspur, P.S.- Rupaspur, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Subhadra Kumari @ Dolly Kumari D/O - Om Prakash Singh, Resident of
Village - Amath, P.S.- Chiksaura, District- Nalanda

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Ashok Kumar Sinha

For the Opposite Party/s : Mr.Anand Kishore Choudhary

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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 Rupaspur P.S. Case No. 100 of 2019 registered for the offence punishable under Sections 498A/34 of the Indian Penal Code and Sections 3/ 4 of the Dowry Prohibition Act.

Earlier, vide order dated 20.11.2019, the matter was sent to Mediation Centre for settlement of dispute between the parties, but from perusal of Mediator's report dated 11.12.2019 (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. 2,000/- (two 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. 2,000/- (two thousand) per month, the provision bail granted to the petitioner vide order dated 07.08.2019 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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