

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.50131 of 2019

Arising Out of PS. Case No.-2646 Year-2015 Thana- BHAGALPUR COMPLAINT CASE
District- Bhagalpur

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Santosh Chaudhury @ Santosh Jaisawal Son of Baijnath Chaudhary Resident
of Village /Mohalla - Taiyabpur, P.S.- Pothia, Distt - Kishanganj.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Nisha Rani @ Versa Rani Wife of Santosh Chaudhary @ Santosh Jaisawal,
D/o Gopal Jaisawal C/O Bijay Kumar Singh resident of village -
Bhikhanpur, Gumti No. 2, P.S.- Ishakchak, Distt - Bhagalpur.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Swapnil Kumar Singh
For the Opposite Party/s : Mr.Umesh Lal Verma

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5 25-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2,
apprehends his arrest in Complaint Case No. 2646 of 2015
registered for the offence punishable under Sections 323,
498A/34, 494 of the Indian Penal Code.

Learned counsel for the petitioner submits that the
petitioner tried to reconcile the issue with Opp.Party no.2 but
due to ulterior motive she never tried to lead conjugal life with
the petitioner. However, the petitioner is ready to give
maintenance amount of Rs. 3,000/- (three housand) 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 the petitioner is ready to give maintenance amount of Rs. 3,000/- (three thousand) per month, in the event of arrest or surrender within a period of six weeks from today, let the petitioner above named 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 S.D.J.M., Bhagalpur in connection with Complaint Case No.2646 of 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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