

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No. 60894 of 2019**

Arising Out of PS. Case No.-89 Year-2019 Thana- SHRIKRISHNAPURI District- Patna

Manikant Kumar, Male, Aged About 35 years, S/o Late Ram Bharat Yadav  
Resident of House No. 158, North Anandpuri, P.S.- S. K. Puri, District- Patna.  
... .. Petitioner/s

Versus

1. The State of Bihar
2. Tara Kumari, Female, Aged about 24 years, W/o Manikant Kumar Resident  
of House No. 158, North Anandpuri, P.S.- S.K. Puri, District- Patna.  
... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr.Siddhartha Prasad  
For the Opposite Party/s : Mr.Binod Kumar

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

3. 05-02-2020 Heard learned counsel for the parties.

The petitioner, husband of opposite party no. 2, apprehends his arrest in S.K.Puri P.S. Case No. 89 of 2019 registered for the offence under Section 498(A), 342, 323, 354, 376, 504, 506, 511 of the Indian Penal Code.

Earlier, vide order dated 26-09-2019, the matter was sent to Mediation Centre of Patna High Court for settlement of dispute between the parties, which has been received and kept at flag 'M'. From perusal of Mediator's report dated 13-12-2019, 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. 10,000/- (ten thousand) per month, starting from this month, to opposite party no. 2, subject to final order passed by the Family Court, if any, in this regard.

In view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of Rs. 10,000/- (ten thousand) per month, in the event of arrest/surrender within a period of six weeks from today, let the



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 learned ACJM, Patna in connection with S.K.Puri P.S. Case No. 89 of 2019 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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