

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.11421 of 2022**

Arising Out of PS. Case No.-59 Year-2020 Thana- GAYA COMPLAINT CASE District-  
Gaya

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Md. Shahnawaz Alam @ S. Alam @ Shahnawaz Alam Son Of Md. Abdul  
Gani Resident Of Village- Bhatbigha, P.S.- Baracchatti, District- Gaya.

... .. Petitioner

Versus

1. The State of Bihar
2. Sabana Praveen D/o Late Md. Ashgar Ali, W/o Md. Shahnawaz Alam @ S.  
Alam @ Shahnawaz Alam Resident of Daran Road, Hemajpur, P.S.- Amas,  
District- Gaya.

... .. Opposite Party

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**Appearance :**

For the Petitioner/s : Mr. Arvind Kumar Singh, Advocate

For the Opposite Party/s : Ms/Mrs. Meena Singh, Addl Public Prosecutor

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

2      11-08-2022                      Heard learned counsel for the petitioner, the State and  
the opposite party no.2.

The petitioner who is husband of opposite party no. 2  
apprehends arrest in a case registered for the offence punishable  
under Section 498A of the Indian Penal Code and under section  
4 of the Dowry Prohibition Act.

Learned counsel for the petitioner submits that the  
petitioner offers and undertakes that he is ready to give  
maintenance amount of Rs. 3,500/- per month, starting from this  
month, to 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. 3,500/- per month, in the event of arrest/surrender within a period of six weeks from today, 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 the Additional Chief Judicial Magistrate, Sherghati Gaya in Complaint Case No. 59/2020, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as 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 co-operate 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/her absence on two consecutive dates without sufficient reason, his/her 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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