

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.25132 of 2019

Arising Out of PS. Case No.-30 Year-2018 Thana- KODHOBARI District- Kishanganj

MD. NAUSHAD @ NASHAD S/o Jatru Ismile @ Ishrail R/o village-
Kalpeer Patharghatti, P.S.- Kodhobari, District- Kishanganj

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Durga Nand Jha

For the Opposite Party/s : Mr.Rajesh Kumar

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

8 18-04-2022 Learned counsel for the petitioner is permitted to
remove defect(s), as pointed out by the office, if any, within a
period of four weeks from today.

Heard learned counsel for the petitioner and learned
Additional Public Prosecutor for the State.

The petitioner apprehends his arrest in connection
with Kodhobari P.S. Case No. 30 of 2018 registered for the
offences punishable under Sections 341/323/498(A)/34 of the
Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

There are allegations and counter allegations by both
the parties and these facts cannot be decided by this Court in
this anticipatory bail proceeding and in view of the law laid
down in the case of *Arnesh Kumar Vs. State of Bihar reported
in (2014) 8 SCC 273*, the prayer of the petitioner for grant of
anticipatory bail application is allowed.



Accordingly, let the petitioner above named be released on bail, in the event of his arrest or surrender before the court below within a period of four weeks from today, on furnishing bail bonds of Rs.10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned J.M. 1st Class, Kishanganj, in connection with Kodhobari P.S. Case No. 30/18, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

The marriage of the petitioner is admitted with the opposite party No. 2 and she has been deserted by the petitioner.

Considering the same, the petitioner is directed to pay maintenance of Rs. 3,000/- (Three Thousand) per month to the opposite party No. 2 in her bank account. The bank account details of the opposite party No. 2 shall be furnished by her to the Advocate appearing for the petitioner in the Court below at the time of furnishing bail bond and, thereafter, the petitioner will pay Rs. 3000/- per month as maintenance amount regularly by the 10th day of every month. Default in payment of aforesaid maintenance amount on two consecutive months will result in cancellation of bail bond of the petitioner automatically. The maintenance amount for the month of April, 2022 shall be paid by the 9th of May, 2022, thereafter, the maintenance amount



shall be continued regularly during the pendency of the case.

(Sandeep Kumar, J)

Saif/-

U		T	
---	--	---	--

