

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43792 of 2021

Arising Out of PS. Case No.-1518 Year-2015 Thana- BHOJPUR COMPLAINT CASE
District- Bhojpur

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Chandan Kumar @ Chandan Kumar Yadav S/O Mahesh Kumar Yadav R/O
Village-Ahirpurwa, P.S.-ARA Town, District-Bhojpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Babita Devi W/O Chandan Kumar @ Chandan Kumar Yadav, D/O Suresh Prasad Rai R/O Village-Jamira, P.S.-ARA Mufassil, District-Bhojpur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Binay Kant Mani Tripathi
For the Opposite Party/s : Mr.Arvind Kumar Pandey (App.84)

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5 24-06-2022 Heard learned counsel for the parties.

The petitioner, husband of Opposite Party No. 2 apprehends his arrest in Complaint Case No. 1518(C) of 2015 registered for the offence under Sections 498(A), 323, 379/34 of the Indian Penal Code and section 3/4 of the Dowry Prohibition Act.

Earlier, vide order dated 21.03.2022, the matter was sent to Mediation Centre of Patna High Court for settlement of dispute between the parties, and the report has been received which is kept at flag 'M'. From perusal of Mediator's report dated 17.05.2022, 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. 5,000/- (five thousand) 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. 5,000/- (five thousand) per month, in the event of arrest/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 Sub-Divisional Judicial Magistrate Ara, Bhojpur in connection with Complaint Case No. 1518(C) of 2015 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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