

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.55289 of 2021

Arising Out of PS. Case No.-55 Year-2021 Thana- MAHILA P.S. District- Bhojpur

SURESH PRASAD Son of Late Gopal Prasad Resident of Village- Chandi,
Police Station- Chandi, District- Bhojpur.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ragni Kumari D/o Sanjay Prasad Resident of Village- Karman tola, P.S.-
Ara Nawada, District- Bhojpur.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Shiv Prasad Gupta
For the Opposite Party/s : Mr.Sangeeta Sharma

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

6 19-05-2022 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 Mahila P.S. Case No. 55 of 2021 registered for the

offences punishable under Sections 498A/504/506/34 of the

Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

Learned counsel for the petitioner has himself offered

to pay Rupees Ten Thousand (Rs. 10,000/-) per month as

maintenance amount for the maintenance of opposite party No.



2 and her child.

In view of the law laid down in the case of *Arnesh Kumar Vs. State of Bihar reported in (2014) 8 SCC 273*, the present 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 Chief Judicial Magistrate, Bhojpur at Ara, in connection with Mahila P.S. Case No. 55 of 2021, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

The maintenance amount shall be transferred into the bank account of the opposite party No. 2 on or before the 10th day of every month. The maintenance amount of Rs. 10,000/- (Ten Thousand) for the month of May, 2022 shall be transferred in the Bank Account of the opposite party No. 2 by the 31st day of this month. The details of the bank account of the opposite party No. 2 shall be furnished by the learned counsel appearing for the opposite party No. 2 in the Court below to the learned Advocate appearing on behalf of the petitioner. Any default in payment of the aforesaid maintenance amount will result in



automatic cancellation of the bail bond of the petitioner. This order of maintenance is subject to any order of maintenance passed by a competent Family Court in future.

If there is any maintenance case pending before any Court, the Court below shall dispose of the same in the light of the judgment of the Apex Court passed in the case of ***Rajnish vs. Neha & Ors. [(2021) 2 SCC 324]***.

The petitioner is directed to pay litigation cost of Rupees Fifty Thousand which shall be paid to the opposite party No. 2 before furnishing bail bond.

With the aforesaid direction, the present application for modification is disposed of.

(Sandeep Kumar, J)

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