

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2795 of 2023

Arising Out of PS. Case No.-1126 Year-2019 Thana- WEST CHAMPARAN COMPLAINT
District- West Champaran

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Manoj Sah S/O Gorakh Sah R/O Village Patilar, P.S.- Chautarwa, Distt- West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rina Devi W/o Manoj Sah R/o Village- Patilar, P.S.- Chautarwa, Distt- West Champaran and Daughter of Rameshwar Prasad, Resident of Machchharganwa, P.S.- Yogipatti, Distt- West Champaran.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Yugal Kishore, Advocate
For the Opposite Party/s : Mr.Asha Kumari, APP

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CORAM: HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN
ORAL ORDER

5 04-05-2023 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 Complaint case no. 1126 of 2019 registered for the offence punishable under sections 498A,494 of the Indian Penal Code.

Learned counsel for the petitioner submits that the petitioner offers and undertakes that he is ready to give maintenance amount of Rs. 3000/- 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. 3000/- 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 Sub Divisional Judicial Magistrate, West Champaran at Bettiah in Complaint case no. 1126 of 2019 subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

(i) 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.

(ii) Petitioner would deposit the aforesaid maintenance amount per month in the saving bank account of the opposite party no. 2.

(iii) 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.

(iv) 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.

(Anjani Kumar Sharan, J)

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