

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.5028 of 2023

Arising Out of PS. Case No.-8 Year-2022 Thana- MAHILA P.S. District- Saran

Ashutosh Kumar @ Ashutosh Kumar Yadav Son Of Late Ambika Prasad
Yadav R/O Mohalla- Caster Town Ghaprha Colony, P.S.- Deoghar, Distt.-
Deoghar, Jharkhand

... .. Petitioner/S

Versus

The State Of Bihar

... .. Opposite Party/S

Appearance :

For the Petitioner/s : Mr. Anjani Parashar, Advocate

For the Opposite Party/s : Mr. Narendra Kumar Singh, APP

For the Informant : Mr. Raj Dular Sah, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 07-04-2023 Heard learned counsel for the petitioner, the State
and the informant.

The petitioner who is husband of informant apprehends arrest in a case registered for the offence punishable under Sections 498(A), 120(B), 406 of I.P.C and 3 & 4 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. 3000/-per month, starting from this month, to informant (Babita Kumari).

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 S.D.J.M., Saran at Chapra in connection with Saran Mahila P.S. case No.08 of 2022, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

(1) Informant 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 informant.

(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) 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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