

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9279 of 2023

Arising Out of PS. Case No.-225 Year-2021 Thana- FATEHPUR District- Gaya

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BASANT KUMAR @ BASANT KUMAR YADAV Son of Devlal Yadav
Resident of Bhamari, P.S.- Fatehpur, District - Gaya.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Sheikh Arkan Ahmad, Advocate
For the State	:	Ms. Asha Kumari, A.P.P.
For the Informant	:	Mr. Praveen Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5 26-09-2023 Heard learned counsel for the parties.

2. The petitioner who is husband of informant apprehends arrest in a case registered for the offences punishable under Sections 341, 323, 498A, 354 of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

3. Learned counsel for the petitioner submits that the petitioner offers and undertakes that he is ready to give maintenance amount of Rs. 3500/- per month, starting from this month, to the informant.

4. In view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of Rs. 3500/- (three thousand five hundred) per month to the informant, in the event of arrest/surrender within a period



of six weeks from today, let the 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 Additional Chief Judicial Magistrate, Gaya in connection with Fatehpur P. S. Case No. 225 of 2021, 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 savings bank account number for its communication to the petitioner.

(2) Petitioner would deposit the aforesaid maintenance amount per month in the savings 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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