

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.15446 of 2023

Arising Out of PS. Case No.-547 Year-2022 Thana- PATORI District- Samastipur

ABHISHEK PRAKASH S/o Dhannjay Ray Resident of Village-Mukundpur,
P.S.-Patory, District-Samastipur

... .. Petitioner

Versus

1. The State of Bihar
2. Priya Kumari W/o Abhishek Prakash Resident of Village-Mukundpur, P.S.-
Patory, District-Samastipur and Presently residing as Daughter of
Shivchandra Ray, resident of village-Jalalpur, P.S.-Patory, District-
Samastipur.

... .. Opposite Party

Appearance :

For the Petitioner	:	Mr.Suneil Kumar Thakur, Advocate
For the Opposite Party	:	Mr.Nityanand, Addl Public Prosecutor
for opposite party no.2	:	Mr. Praveen Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 16-05-2023 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 case registered for the offence punishable
under Sections 498A/323/504 of the Indian Penal Code and
Sections 3 & 4 of the 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 the 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 the Judicial Magistrate I, Samastipur in Patory Police Station Case No. 547 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) 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) 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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