

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.16670 of 2023

Arising Out of PS. Case No.-1881 Year-2019 Thana- VAISALI COMPLAINT CASE
District- Vaishali

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RAJIV KUMAR S/o- Ramchandra Ram Resident of Village- PO- Balaur Ps-
Kudhani Dist- Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Sangita W/o- Rajiv Kumar and D/o- Surendra Ram D/o- Surendra Ram,
Resident of Village- Pauda Ps- Saray, Dist- Vaishali

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Sanjay Kumar @ S.K.

For the Opposite Party/s : Mr.Upendra Kumar, Addl Public Prosecutor

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 20-06-2023 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 379,498A,307/34 and other allied sections 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 1st class Vaishali at Hajipur in Trial No.2282 of 2020/ Complaint Case No. 1881 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:-

(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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