

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.16898 of 2023**

Arising Out of PS. Case No.-1982 Year-2022 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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AMIT KUMAR Son of Rajendra Prasad Balaji Hardware Motihari Dist- East
Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kumari Nita D/O- Chandrika Ray Bhavanipur Zirat Ward No- 21 Ps-
Chtauni Dist- East Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Rajesh Ranjan, Advocate
For the Opposite Party/s : Mr.Bhanu Pratap Singh, Addl Public Prosecutor
Mr. M.Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 07-07-2023 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/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. 10,000/-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. 10,000/- 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 Chief Judicial Magistrate, Motihari, East Champaran in Complaint Case No. C1982 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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