

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.20692 of 2023

Arising Out of PS. Case No.-392 Year-2022 Thana- KATIHAR NAGAR District- Katihar

RANJIT KUMAR MALAKAR @ RANJIT KR. MALAKAR SON OF
SHAIENDRA MALAKAR @ SIKANDAR MALAKAR RESIDENT OF
VILLAGE - RATANGANJ, P.S. - GOPALPUR, DISTT. - BHAGALPUR

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. KUMARI KANCHAN PRABHA D/O SANJAY KUMAR MALAKAR
RESIDENT OF MOHALLA - RAMPARA GOSWAMI TOLA, WARD NO.
23, POST - KATIHAR, P.S. - NAGAR KATIHAR, DISTT. - KATIHAR

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Raja Surendra Mohan, Advocate
For the Opposite Party/s :	Mr. Shahabuddin Azeem @ S. Azeem. A.P.P. Mr. Bhola Prasad, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 07-08-2023 Heard learned counsel for the parties.

2. The petitioner who is husband of opposite party
No. 2 apprehends arrest in a case registered for the offences
punishable under Sections 498A, 341, 323, 504, 506/34 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. 5000/- per month, starting from this
month, to opposite party No. 2.

4. In view of the undertaking of learned counsel for
the petitioner that petitioner is ready to give maintenance



amount of Rs. 5000/- (five thousand) per month, 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 Sub-Divisional Judicial Magistrate, Katihar in connection with Town P. S. Case No. 392 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 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 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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