

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.30956 of 2023

Arising Out of PS. Case No.-181 Year-2022 Thana- RIVILGANJ District- Saran

Ram Lakhan Mahto S/O Tarkeshwar Mahto Resident Of Village- Godna
Bramahan Toli, P.S. Rivilganj, District- Saran (Chapra)

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kusum Devi w/o Ram Lakhan Mahto Resident of Village- Godna Bramahan
toli, Police Station- Rivilganj, District- Saran (Chapra)

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Vashishth Narayan Mishra, Sr. Advocate
For the Opposite Party/s	:	Mr. Navin Kr. Pandey, APP
For the Informant	:	Mr. Rabindra Kr. Tiwari, Advocate

CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL ORDER

3 20-07-2023 Heard learned counsel appearing on behalf of the
petitioner and learned APP appearing on behalf of the State.

2. At the outset learned senior counsel appearing on
behalf of petitioner made statement at bar that now petitioner is
ready to pay Rs. 2,500/- per month as an ad-interim
maintenance to opposite party no. 2, namely Kusum Devi, who
is wife of this petitioner.

3. Taking note of the submissions as advanced by the
learned senior counsel, learned counsel appearing on behalf of
informant submitted that now he is not pressing his application
i.e., I.A. No.1 of 2023, as filed in terms of the order dated
06.07.2023 of this Court, for the present.



4. The petitioner seeks bail in connection with Rivilganj P.S. Case No.181 of 2022 registered for the offence under Sections 341, 323 and 498-A/34 of the Indian Penal Code.

5. The accused/petitioner is named in the F.I.R. and is in custody since 02.03.2023.

6. The allegation against the petitioner is to commit cruelty upon informant/Opposite Party No. 2 due to non fulfillment of demand of dowry as raised for cash of Rs. 5,00,000/-.

7. Learned senior counsel appearing on behalf of the petitioner submitted that the petitioner has been falsely implicated with present case out of normal matrimonial discord and now he is ready to settle the issues with informant/Opposite Party No. 2. It is submitted that demanding dowry is also appearing very much general and omnibus, where implication of this petitioner appears only being husband of the informant/O.P. No. 2. While travelling over the argument it is submitted that petitioner is ready to pay Rs. 2,500/- as an ad-interim maintenance per month to informant/Opposite Party No. 2 till finding of the concerned learned Family Court over the subject of maintenance. While concluding the argument, it is submitted that investigation of this case has been completed, for which,



charge-sheet has already submitted, as such, there is no chance of tampering with the evidence.

8. Learned APP duly assisted by learned counsel appearing on behalf of the informant, while opposing the prayer for bail appears in agreement with the submissions of the learned senior counsel appearing on behalf of petitioner regarding ad-interim maintenance of Rs. 2,500/- on monthly basis.

9. In view of the facts and circumstances as mentioned above and by taking note of the allegations, where petitioner is ready to pay an ad-interim maintenance of Rs. 2,500/- on monthly basis to informant/Opposite Party No. 2, namely Kusum Devi, till finding of the concerned learned Family Court, coupled with the fact that charge-sheet has already submitted, where petitioner is in custody since 02.03.2023, accordingly, petitioner, above named, is directed to be released on bail in connection with Rivilganj P.S. Case No.181 of 2022 on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate-1st Class, Chapra at Saran/concerned court, subject to the conditions as mentioned under Section 437(3) of the Cr.P.C. with further conditions :-



(i) Petitioner shall pay Rs. 2,500/- to informant/Opposite Party No. 2, namely Kusum Devi, positively, by the 7th day of the English calendar from the month of August, 2023 in terms of undertaking. It is made clear that the payment for July 2022, be made available to O.P. No.2, Kusum Devi at the time of furnishing bail bond, duly acknowledged by her.

(ii) On any deviation from the payment of ad-interim maintenance, the State shall be at liberty to move before the learned Trial Court itself for the cancellation of bail bond of the petitioner.

(Chandra Shekhar Jha, J.)

S.Tripathi/-

U		T	
---	--	---	--

