

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.38351 of 2023

Arising Out of PS. Case No.-145 Year-2022 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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AMIT KUMAR SAH Son of Sitaram Sah Resident of village - Athmohan
Konwa Tola, P.S.- Jharokhar (Ghorasahan), District - East Champaran
... .. Petitioner

Versus

1. The State of Bihar
2. Anita Devi Daughter of Khaubari Sah Resident of village - Gurenwa Darbar,
P.S.- Gaur, District - Bara Nepal
... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Abhishek Kumar, Advocate
For the Opposite Party/s : Mr.Shyam Bihari Singh, Addl Public Prosecutor
Mr AK Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 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 Section 498A of the Indian Penal Code.

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 Motihari, East
Champaran in Trial No.833 of 2022/ Complaint Case No. C



145/2022, 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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