

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.44037 of 2023**

Arising Out of PS. Case No.-95 Year-2022 Thana- CIVIL LINE District- Gaya

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Syed Ashraf Naushad @ASHRAF Naushad @ Munna Son Of Late Syed
Asfar Naushad @ Asfar Naushad Resident Of Village - 25, B.N. Jha Road,
Murarpur, Near Masjid, Ps- Kotwali, Distt- Gaya

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Yasmin Bano Wife Of Syed Ashraf Naushad Resident Of Village - House
No. A/82, Enayat Colony, Bari Road, Ps- Civil Line, Distt- Gaya

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Tabish Sharfuddin
For the State	:	Mr. Mohammed Arif
For the O.P. No. 2	:	Mr. Kundan Kumar Singh

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 25-09-2023

1. 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/34 of the Indian Penal Code.

3. Learned counsel for the petitioner submits that
the petitioner offers and undertakes that he is ready to give
maintenance amount of Rs. 2500/- 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. 2500/- (Two thousand five hundred) per month to the opposite party No. 2, 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 Chief Judicial Magistrate, Gaya/concerned court below in connection with Civil Line P.S. Case No. 95/2022, 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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