

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.56201 of 2023

Arising Out of PS. Case No.-173 Year-2023 Thana- MAHUA District- Vaishali

PAWAN KUMAR SON OF MR. BHAIJU RAI RESIDENT OF VILLAGE-
BHADWAS, PS- MAHUA, DIST- VAISHALI

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Ms. Vaishnavi Singh, Advocate
For the State	:	Mr. Nitya Nand Tiwary, A.P.P.
For the Informant	:	Mr. Ravish Mishra, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 30-08-2023 Heard learned counsel for the parties.

2. The petitioner who is husband of the informant apprehends arrest in a case registered for the offences punishable under Sections 341, 323, 498(A)/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. 4000/- per month, starting from this month, to the informant.

4. In view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of Rs. 4000/- (four 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 Chief Judicial Magistrate, Vaishali at Hajipur in connection with Mahua P. S. Case No. 173 of 2023, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

‘(1) Informant 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 informant.

(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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