

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.69529 of 2022

Arising Out of PS. Case No.-2267 Year-2019 Thana- SIWAN COMPLAINT CASE District-
Siwan

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Sandip Kumar @ Sandip Kumar Sah, Son of Krishna Sah, R/v- Shankarpur
Ke Tola, P.S.- Bhagwanpur Hat, District- Siwan.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Anju Kumari, wife of Sandip Kumar Sah, R/v- Purani Bazar Maharajganj,
District- Siwan.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Shatrughan Pandey, Advocate
For the Opposite Party/s	:	Mr. Navin Kumar Pandey, APP
For the Informant	:	Mr. Bijay Prakash Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL ORDER

2 03-05-2023 Heard learned counsel appearing on behalf of the

petitioner and learned Additional Public Prosecutor appearing

on behalf of the State.

Let the defect(s), as pointed out by the office, if any,

be removed within a period of four weeks from today.

The accused/petitioner is named in Complaint petition

and apprehending his arrest in connection with Complaint Case

No. 2267/2019, Tr. No. 3792/2022, in which cognizance has

been taken under Section 498A of the Indian Penal Code.

It is submitted by learned counsel appearing on behalf

of petitioner that petitioner is ready to settle the dispute with

opposite party no. 2, namely, Anju Kumari. It is also submitted



that no specific allegation is attributed against the petitioner as regard to physical and mental harassment to complainant in connection with non-fulfillment of demand of dowry, it appears very general and omnibus in nature. It is also submitted that out of some family misconception, the present complaint case was lodged which is devoid of merit. However, It is submitted that petitioner is ready to pay Rs. 2500/- per month to opposite party no. 2, namely, Anju Kumari till disposal of present case.

Learned counsel Mr. Bijay Prakash Singh, appearing on behalf of complainant while opposing the prayer of bail submitted that opposite party no. 2 is desirous to lead her conjugal life with petitioner. He also appears to be in agreement for Rs. 2500/- as ad hoc maintenance as offered by petitioner.

Considering the aforesaid facts and circumstances as both parties are interested to resolve their disputes, where petitioner is ready to pay Rs. 2500/- to opposite party no. 2, namely, Anju Kumari on monthly basis as adhoc maintenance, let the above named petitioner, in the event of his arrest or surrender before the court below within a period of four weeks, is directed to be released on bail furnishing bail bond of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned S.D.J.M.,



Siwan/concerned Court, where the case is pending in connection with Complaint Case No. 2267 of 2019, Tr. No. 3792/22, subject to the conditions as laid down under Section 438(2) of the Cr.P.C. with further conditions that:-

(i) The amount of Rs. 2500/- shall be paid to opposite party no. 2, namely, Anju Kumari from the month of December, 2022 and as such arrears up to month of April i.e. 12,500/- will be paid to opposite party no. 2, while furnishing of bail bond.

(ii) The payment of adhoc maintenance onward April be paid to opposite party no. 2, positively on the 7th day of each english calender month to her bank account.

(iii) If bank account is not available with opposite party no. 2, petitioner is directed to open bank account of opposite party no. 2 by 30th of May, 2023.

(iv) Any default of



maintenance for two consecutive months shall be liable to cancellation of bail bond by the trial court itself.

(v) The amount paid as adhoc maintenance by petitioner shall be adjusted against the monthly maintenance amount as decided by competent learned Family Court.

(Chandra Shekhar Jha, J)

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