

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2831 of 2023**

Arising Out of PS. Case No.-815 Year-2021 Thana- NAWADAH COMPLAINT CASE
District- Nawada

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Binod Kumar Son of Nageshwar Ram R/O Village- Kabaiya Road, New Market, Lakhisarai, Ward No.-26, P.S.- Kabaiya, P.O.- Lakhisarai, District- Lakhisarai

... .. Petitioner/s

Versus

1. The State of Bihar
2. Runi Kumari D/O Shiv Shankar Ram R/o Village- Chotti Pali, P.S.- Narhat, District- Nawada

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Narendra Kumar Singh, Advocate
For the Opposite Party/s	:	Mr. Braj Kishore Pd., A.P.P. Mr. Arjun Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 11-08-2023 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 323, 504, 498A 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. 2000/- 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. 2000/- (two 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 Judicial Magistrate, 1st Class, Nawada in connection with Complaint Case No. 815 of 2021, 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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