

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74429 of 2022

Arising Out of PS. Case No.-164 Year-2021 Thana- SIKARPUR District- West Champaran

RAVINDRA SHARMA Son of Nathuni Sharma Resident of village - Jamadar
Tola, Barwa, P.S.- Chautarwa, District - West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Moni Devi Wife of Ravindra Sharma D/O Mistri Lal Sharma @ Mishri Lal Sharma, Resident of village - Sheoganj, Ward No.- 03, Narkatiaganj Nagar Parishad, P.S.- Sikarpur, District - West Champaran.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Sanjeev Kumar, Advocate
For the Opposite Party/s	:	Mr.Dr. Kr Uday Pratap, Addl Public Prosecutor
		Ms/Mrs. Rashmi Jha, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 05-05-2023 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 Sections 498A/34 and other allied sections 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 Chief Judicial Magistrate, Bettiah, West Champaran in Sikarpur Police Station Case No. 164 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 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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