

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.4538 of 2023

Arising Out of PS. Case No.-1117 Year-2019 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

SAIYAD KIRWANI @ SAIYAD KIRWANTI @ KIRVANI Son of Late Md.
Majahid @ Mozahid R/V- Satmalpur P.S- Warisnagar Dist- Samastipur
... .. Petitioner/s

Versus

1. The State of Bihar
2. Zeba Khatoon Wife of Saiyad Kirwani R/V- Satmalpur P.S- Warisnagar,
Dist- Samastipur at present D/o Maidni R/V- Mahuli, P.S- Jale Dist-
Darbhanga
... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Jagdish Prasad Singh, Advocate
For the Opposite Party/s : Mr. Braj Kishore Pd., A.P.P.
For the Informant : Mr. Mazharul Hassan, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 07-07-2023 Heard learned counsels for the petitioner, the State
and 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 Section 498A 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 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 Judicial Magistrate, 1st Class, Darbhanga in connection with Complaint Case No. 1117 of 2019 (Tr. No. 2034 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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