

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.6018 of 2024

Arising Out of PS. Case No.-448 Year-2022 Thana- AURANGABAD COMPLAINT CASE
District- Aurangabad

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VISHWAKARMA SHARMA S/O LATE RAMCHANDRA SHARMA R/O
VILLAGE AND P.O- PAUTHU, P.S- JAMHORE, DISTT.- AURANGABAD
(BIHAR).

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. RAUSHNI DEVI W/O VISHWAKARMA SHARMA, D/O
VISHWANASTH SHARMA AT PRESENT R/O VILLAGE- SAYA PARSA,
POST- JAIHIND TENDUA, P.S- MALI, DISTT.- AURANGABAD
(BIHAR).

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Anil Kumar Sinha, Advocate
For the Opposite Party/s : Mr. Rajesh Kumar , APP

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5 01-07-2024 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, 498A,, 420, 120 (B), 307 and 34
of the Indian Penal Code .

3. Earlier, the matter was referred to the Mediation
Center to resolve the dispute between the parties but from the
Mediator's Report dated 27.06.2024 it appears that the
mediation between the parties has failed.

4. 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.

5. In view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of Rs. 3000/- (three thousand) per month to the opposite party No. 2, 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 learned JM 1st Class, Aurangabad in connection with Complaint Case No. 448 of 2022 , 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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