

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9670 of 2024

Arising Out of PS. Case No.-34 Year-2022 Thana- MAHILA P.S. District- Saharsa

Pankaj Kumar Son of Shivnandan Das Resident Of Village- Bengaha, Ward No. 4, Ps And Distt- Saharsa

... .. Petitioner/s

Versus

1. The State of Bihar
2. Pushpa Kumari Daughter Of Radheshyam Tanti Resident Of Village- Bariyahi Bazar, Safabad, Ward No. 3, Ps- Bangaon, Distt- Saharsa

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Sanjeev Kumar Verma, Adv.
For the State	:	Mr. Kanhaiya Kishore (App.100)
For the O.P. No. 2	:	Mr. Subesh Sharma, Adv.

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 30-04-2024 Heard the parties.

2. The petitioner apprehends his arrest in connection with Mahila P.S. Case No. 34 of 2022 registered under Sections 341, 323, 498A, 504, 506/34 of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

3. Learned counsel appearing on behalf of the petitioner submits that the petitioner is the husband of the Opposite party no. 2. The petitioner offers and undertakes that he is ready to give maintenance amount of Rs. 3,000/- 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. 3,000/- (three thousand) per month to the opposite party no. 2, in the event of arrest or surrender before the learned court



below within a period of four weeks from today, on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of Sub-Divisional Judicial Magistrate, Saharsa in connection with Mahila P.S. Case No. 34 of 2022, subject to the conditions as laid down under Section 438(2) of the Cr.P.C as well as on the following conditions:-

‘(i) 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.

(ii) Petitioner would deposit the aforesaid maintenance amount per month in the savings bank account of the O.P. No. 2.

(iii) 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.

(iv) 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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