

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.10856 of 2024

Arising Out of PS. Case No.-2125 Year-2017 Thana- SAMASTIPUR COMPLAINT CASE
District- Samastipur

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Rajeev Mahto @ Ravi Mahto son of Late Pargash Mahto @ Prakash Mahto
Village- DAru Bhatti Bakarganj Ps- Laheriyasarai Dist- Darbhanga

... .. Petitioner/s

Versus

1. The State of Bihar
2. Guriya Kumari D/o- Sri Prasad Mandal Vill- Ballipur Po- Darsar Ps-
Warisnagar Dist- Samastipur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Rajeev Ranjan, Advocate

For the Opposite Party/s : Ms. Shaheen Begum, A.P.P.

Ms. Rani Shashi Bharti, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 18-04-2024 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 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. 3000/- 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. 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 Judicial Magistrate, 1st Class-cum-Additional Munsif, Samastipur in connection with C.R. Case No. 2125 of 2017, 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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