

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.13934 of 2024

Arising Out of PS. Case No.-114 Year-2022 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

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Shiv Shankar Mukhiya Son Of Umesh Mukhiya Village- Lahta, Ps- Alinagar,
Dist- Darbhanga

... .. Petitioner/s

Versus

1. The State of Bihar
2. Manju Devi Daughter Of Jibachh Mukhiya Village- Galma, Ps-
Ghanshyampur, Distt- Darbhanga

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Kanchan Jha, Advocate
For the Opposite Party/s : Mr. Umeshanand Pandit, A.P.P.
Mr. Uttam Sahu, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 10-07-2024 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, 494/34 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 Sub-Divisional Judicial Magistrate, Biraul, Darbhanga in connection with C.R. No. 114 of 2022 arising out of T.R. No. 3306 of 2022 of 2020, 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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