

Arising Out of PS. Case No.-689 Year-2022 Thana- ROHTAS COMPLAINT CASE District-
Rohtas

... .. Petitioner/s

1. The State of Bihar
2. Sunita Devi wife of Santosh Patel, D/o- Dimagu Chaudhary Village- Sarhari Ps- Lahota Dist- Varanasi P/A- Bhasoura Ps- Dinara Dist- Rohtas
3. Dimagu Chaudhary Village- Bhasoura Ps- Dinara Dist- Rohtas

... .. Opposite Party/s

For the Petitioner/s : Mr. Rana Neha Kumari , Advocate
For the Opposite Party/s : Mr. Shailendra Kumar , APP
For OP 2 and 3 : Mr. Nagendra Upadhyay, Advocate

5 10-09-2024 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 and 504 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 06.09.2024 , 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 the SDJM Bikramganj in connection with Complaint Case No. 689 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)

Koushik/-

U		T	
---	--	---	--

