

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.15621 of 2024**

Arising Out of PS. Case No.-35 Year-2023 Thana- MAHILA P.S. District- Saran

Anil Kumar Roy Son of Dina Nath Roy Resident of Village- Gangoi (Shanti Bhawan), P.S.- Bheldi, Dist.- Saran at Chapra

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Tejpratap Singh, Advocate  
For the State : Mr. Harendra Prasad, A.P.P.  
For the Informant : Mr. Utpal Kant, Advocate

**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH**  
**ORAL ORDER**

3      09-07-2024                      Earlier, *vide* order dated 21.03.2024, the matter was referred to the Mediation and Conciliation Centre, Patna High Court, Patna, but as per the Mediator’s Report (flag ‘M’), the mediation has failed.

2. Heard learned counsel for the parties.

3. The petitioner who is husband of the informant apprehends arrest in a case registered for the offences punishable under Sections 341, 323, 498A of the Indian Penal Code.

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 the informant.



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 informant, 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, Saran at Chapra in connection with Chapra Mahila P. S. Case No. 35 of 2023, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

‘(1) The informant 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 informant.

(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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