

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.21782 of 2024

Arising Out of PS. Case No.-325 Year-2022 Thana- MADHEPURA COMPALINT CASE
District- Madhepura

-
1. Anil Yadav Son of Nand Kishore Yadav Resident of Village- Kamalpur, P.S.- Ghailadh, District- Madhepura
 2. Renu Devi Wife of Anil Yadav Resident of Village- Kamalpur, P.S.- Ghailadh, District- Madhepura

... .. Petitioner/s

Versus

1. The State of Bihar
2. Soni Devi W/o Anil Yadav Resident of Village- Kamalpur, P.S.- Ghailadh, District- Madhepura

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Dinesh Prasad Verma, Advocate
For the Opposite Party/s	:	Mr. Shailendra Kumar, A.P.P.
		Mr. Ranjay Kumar Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 24-06-2024 Heard learned counsel for the parties.

2. The petitioners apprehend arrest in a case registered for the offences punishable under Sections 498A, 494/34 of the Indian Penal Code.

3. Learned counsel for the petitioners submits that the petitioner No. 1 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 petitioners that petitioner No. 1 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 petitioners be enlarged on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of Sub-Divisional Judicial Magistrate, Madhepura in connection with Complaint Case No. 325(C) 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 No. 1.

(2) Petitioner No. 1 would deposit the aforesaid maintenance amount per month in the savings bank account of the opposite party No. 2.

(3) In case, the petitioner No. 1 fails to deposit the maintenance amount for two consecutive months, the court below would be at liberty to cancel the bail-bond with regard to petitioner No. 1.

(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)

Navya/-

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

