

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.19151 of 2024

Arising Out of PS. Case No.-488 Year-2020 Thana- COMPLAINT CASE District- Supaul

Kaushal Kumar Mishra S/O- Bholan Mishra R/O- Village- Brahmin Toli
Nohatta, P.O- Nohatta, P.S.- Nohatta, Dist.- Saharsa. Presently Residing At
Dist.- Hospital Quarter, P.S.- Siddharthnagar Town, Dist.- Siddharthnagar,
U.P

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Nisha Kumari W/O- Kaushal Kumar Mishra R/O- Village- Karnpur, P.S.-
Supaul, P.O- Supaul, Dist.- Supaul.

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Shashank Chandra, Advocate
For the Opposite Party/s :	Mr. Awadhesh Kumar Singh, A.P.P.
	Mr. Pramod Mishra, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 25-06-2024 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 341, 342, 323, 307, 498A, 494, 379,
406, 384, 120(B) of the Indian Penal Code and Section 3/4 of
the Dowry Prohibition Act.

3. Learned counsel for the petitioner submits that the
petitioner offers and undertakes that he is ready to give
maintenance amount of Rs. 10,000/- 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. 10,000/- (ten 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 Additional Chief Judicial Magistrate-I, Supaul in connection with Supaul Complaint Case No. 488C 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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