

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.28488 of 2024

Arising Out of PS. Case No.-746 Year-2020 Thana- WEST CHAMPARAN COMPLAINT
District- West Champaran

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Pramod Sah @ Pramod Prasad S/o- Late Sadhu Sah Village- Siyarampur
Ward No.10 PS- Gaunaha Dist-West Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
 2. Lalsa Devi wife of Pramod Sah @ Pramod Prasad, D/o- Bhikhu Prasad R/o-
Siyarampur P/A- Budhwa W.No-12, Ps- Shikarpur Dist- West Champaran
- Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr. Anand Kishore Choudhary, Adv.
For the Opposite Party/s :	Ms. Sangeeta Sharma, APP
	Mr. Bimlesh Kumar Pandey, Adv.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 30-07-2024

Heard the parties.

2. The petitioner apprehends his arrest in connection with
Complaint Case No. 746 of 2020 offence punishable under
Section 498A of the Indian Penal Code.

3. Learned counsel appearing on behalf of the petitioner
submits that the petitioner is the husband of the Opposite party
no. 2. The petitioner offers and undertakes that he is ready to
give maintenance amount of Rs. 3,000/- 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. 3,000/- (three thousand) per month to the opposite party no.
2, in the event of arrest or surrender before the learned court



below within a period of six weeks from today, on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of Judicial Magistrate-I, Bettiah, West Champaran in connection with Complaint Case No. 746 of 2020, subject to the conditions as laid down under Section 438(2) of the Cr.P.C as well as on the following conditions:-

‘(i) 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.

(ii) Petitioner would deposit the aforesaid maintenance amount per month in the savings bank account of the O.P. No. 2.

(iii) 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.

(iv) 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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