

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.41470 of 2024

Arising Out of PS. Case No.-942 Year-2022 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

Md. Jasim Sah Son Of Khalil Sah Village- Dostpur Bhagana Gachhi,
Pachhimwari Tola, Ps- Khajauli, Dist- Madhubani

... .. Petitioner/s

Versus

1. The State of Bihar
2. Khodauja Khatoon Wife Of Md. Jasim Sah Village- Dostpur Bhagana Gachhi, Pachhimwari Tola, Ps- Khajauli, Dist- Madhubani At Present Of D/O- Md. Jabir Sah, Village- Dharnipatti, Ps- Bahadurpur, Dist- Darbhanga

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Bhavesh Sah, Adv.

For the Opposite Party/s : Mr. Manoj Kumar, APP

Mr. Hemant Kumar Jha, Adv.

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 15-07-2024 Heard the parties.

2. The petitioner apprehends his arrest in connection with C.R. Case No. 942 of 2022 registered under Sections 323, 498A of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

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 Sub-Divisional Judicial Magistrate, Darbhanga in connection with C.R. Case No. 942 of 2022, 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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