

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.42875 of 2023

Arising Out of PS. Case No.-43 Year-2023 Thana- KUDHNI District- Muzaffarpur

Nitish Kumar S/O Lalan Rajak @ Lalan Kumar Rajak R/O Village-
Mohammadpur Manorath, P.S- Vaishali, Distt.- Vaishali At Hajipur.

... .. Petitioner

Versus

1. The State Of Bihar Bihar
2. Nikita Kumari W/O Nitish Kumar R/O Village- Mohammadpur Manorath,
P.S- Vaishali, Distt.- Vaishali At Hajipur. At Present D/O Sujit Kumar Rajak,
R/O Village- Dhodhi Ratan, P.S- Kudhani, Distt.- Muzaffarpur.

... .. Opposite Parties

Appearance :

For the Petitioner/s : Mr.Dilip Kumar Roy, Advocate

For the Opposite Party/s : Mr.Khurshid Anwar, A.P.P.
Mr. R.Ranjan No.II, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 30-08-2024 Heard learned counsel for the petitioner, the State
and the opposite party no.2.

2. The petitioner, who is husband of opposite party no.2, seeks regular bail in a case registered for the offence punishable under Sections 307, 498A/34 and other allied sections of the Indian Penal Code, Sections 3 & 4 of the Dowry Prohibition Act and Section 67 of the IT Act.

3. Mediator's report dated 6.10.2023 reveals that in spite of efforts, dispute between the parties could not be resolved through process of mediation. Petitioner is merely a student. However, he offers and undertakes that he is ready to give maintenance amount of Rs. 2000/-per month, starting from this month to the 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. 2000/- per month, let the provisional bail allowed



to him by this Court vide order dated 22.8.2023 is hereby confirmed on the following conditions:-

(i) Opposite party no.2. would file an affidavit before the court below and bring on record her saving bank account number for its communication to the petitioner.

(ii) Petitioner would deposit the aforesaid maintenance amount per month in the saving bank account of the opposite party 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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