

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.72538 of 2023

Arising Out of PS. Case No.-1751 Year-2020 Thana- VAISALI COMPLAINT CASE
District- Vaishali

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SHYAM KUMAR SON OF RAJENDRA BHAGAT R/O VILLAGE-
GOTHALI, P.S.- KYOTI, DISTRICT- DARBHANGA

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. SITA KUMARI WIFE OF SHYAM KUMAR, D/O RAMESH PRASAD
CHAURASIYA R/O VILLAGE- SHERPUR CHHATWARA, P.S.-
MAHUA, DISTRICT- VAISHALI AT HAJIPUR

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Sachin Kumar. Advocate
For the State	:	Mr. Khurshid Anwar, A.P.P.
For the O.P. No. 2	:	Mr. Sunil Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 29-02-2024 Heard learned counsel for the petitioner, informant
and Mr. Khurshid Anwar, learned A.P.P. for the State.

2. The petitioner who is husband of opposite party
No. 2 apprehends arrest in a case registered for the offences
punishable under Sections 498A of the Indian Penal Code.

3. Learned counsel for the petitioner submits that the
petitioner 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 petitioner that petitioner 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 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- 9th, Vaishali at Hajipur in connection with Complaint Case No. 1751 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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