

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.73145 of 2023

Arising Out of PS. Case No.-2023 Year-2022 Thana- COMPLAINT CASE District- Banka

SURESH SAH S/O- PRAKASH SAH R/O- VILLAGE- BHULANI, P.S.-
SAJOUR, DIST.- BHAGALPUR.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR BIHAR, PATNA
2. ARCHANA KUMARI D/O- JAIPRAKASH SAH R/O- VILLAGE-
RAJOUN, P.O.- RAJOUN, P.S.- RAJOUN, DIST.- BANKA

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Pankaj Kumar , Advocate
For the Opposite Party/s : Mr. Dashrath Mehta, APP

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 02-07-2024 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 498A of the Indian Penal Code .

3. Earlier, the matter was referred to the Mediation
Center to resolve the dispute between the parties but from the
Mediator's Report dated 01.05.2024 it appears that the
mediation between the parties has not been resolved because
Opposite party No. 2 never participated in mediation
proceeding.

4. 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.

5. 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 learned Judicial Magistrate , Ist Class, Banka in connection with Complaint Case No. 2023 of 2022 , 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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