

IN THE HIGH COURT OF JUDICATURE AT PATNA

CRIMINAL MISCELLANEOUS No.83505 of 2023

Arising Out of PS. Case No.-761 Year-2019 Thana- PATNA COMPLAINT CASE District- Patna

Nitesh Kumar @ Mukul @ Mukul Kumar Son Of Vijay Singh R/O Village- Sohgi, P.S.- Gopalpur, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Priyanka Kumari W/O Nitish Kumar, D/O Vishnu Prakash Singh R/O Village- Sohgi, P.S.- Gopalpur, District- Patna, At Present Residing At Village- Jalalpur Abhimanyunagar, Bank Colony, P.S.- Rupaspur, Dist.- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Jay Ram Prasad, Adv.
For the Opposite Party/s : Mr. Anil Kumar Singh No. 1, APP
Mr. Rishi Sinha, Adv.

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

7 27-06-2024

Heard the parties.

2. The petitioner apprehends his arrest in connection with Complaint Case No. 761 of 2019 registered under Section 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, Patna in connection with Complaint Case No. 761 of 2019, 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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