

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.5828 of 2024

Arising Out of PS. Case No.-19 Year-2022 Thana- MAHILA PS District- Katihar

Md. Mahtab S/O Md. Maniruddin R/O Mirzapur (PAWAI), P.S- Korha, Distt.- Katihar.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Mamina Khatoon @ Momina Khatoon D/O Md. Jalil R/O Village- Simariya Karmu Tola, P.S- Korha, Distt.- Katihar.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Avinava Kumar, Advocate
For the State	:	Mr. Shantanu Kumar, A.P.P.
For the O.P. No. 2	:	Mr. Sanjeev Kr. Singh, Advocate
		Ms. Neha Rani, Advocate
		Mr. Kunwar Ajit Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 03-07-2024 Earlier, *vide* order dated 08.05.2024, the matter was referred to the Mediation and Conciliation Centre, Patna High Court, Patna, but as per the Mediator's Report (flag 'A'), the mediation has failed.

2. Heard learned counsel for the parties.

3. The petitioner who is husband of opposite party No. 2 apprehends arrest in a case registered for the offences punishable under Sections 341, 323, 498A, 504 of the Indian Penal Code and Sections 3/4 of the Dowry Prohibition Act.

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 Sub-Divisional Judicial Magistrate, Katihar in connection with Mahila P. S. Case No. 19 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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