

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.1858 of 2024

Arising Out of PS. Case No.-1037 Year-2020 Thana- PATNA COMPLAINT CASE District-
Patna

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Ravi Kumar Gupta Son Of Late Dinanath Prasad R/O Village- Nehru Tola
Patna City, P.O.- Begumpur, P.S.- City Chouk, Dist.- Patna

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Archana Kumari Wife Of Ravi Kumar Gupta, D/O Late Mahesh Prasad Gupta R/O Village- Railway Colony, Jhajha Quarter No. 230b, P.O.- Jhajha, P.S.- Jhajha, Dist.- Jamui, At Present Village- B.K. Gupta Compound Shikshak Press Naya Tola, Kajipur, Near Gopal Market South Road, P.S.- Kadamkuan, Dist.- Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Satrudhan Kumar, Advocate
For the Opposite Party/s	:	Mr. Satya Nand Shukla, A.P.P.
For the Informant	:	Mr. Saket Anand, Advocate
		Mr. Ajay Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 07-02-2024 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 Section 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. 5000/- 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. 5000/- (five 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 Judicial Magistrate, 1st Class, Patna in connection with Complaint Case No. 1037(C) 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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