

Arising Out of PS. Case No.-3168 Year-2021 Thana- PATNA COMPLAINT CASE District- Patna

... .. Petitioner/s

Versus

- Opposite Party/s

For the Petitioner/s : Mr. Ravi Bhardwaj, Advocate
For the Opposite Party/s : Mr. Pramod Kumar Pandey, APP
For OP 2 : mr. Alok Kumar , Advocate

3 15-01-2025 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 324, 498A, 406 and 34 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 24.09.2024 it appears that the mediation between the parties failed.

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 the learned JM 1st Class Patna in connection with Complaint Case No. 3168 (c) of 2021 , 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)

Koushik/-

U		T	
---	--	---	--

