

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.70042 of 2024

Arising Out of PS. Case No.-3760 Year-2019 Thana- MUZZFARPUR COMPLAINT CASE
District- Muzaffarpur

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Tarique Anwar S/o Late Anjar Ahmad R/o Mohalla- New Colony,
Mithanpura, P.S.- Mithanpura, District- Muzaffarpur

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Raj Krishna Jha, Advocate
For the Opposite Party/s : Mr. Bishweshwar Ram, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 07-01-2025 Heard learned counsel for the parties.

2. The petitioner who is husband of complainant apprehends arrest in a case registered for the offences punishable under Sections 498A of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act.

3. 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 complainant.

4. 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 complainant, in the event of arrest/surrender within a period of



eight 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 Additional Chief Judicial Magistrate-IX, Muzaffarpur (E) in connection with Complaint Case No. 3760 of 2019, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

‘(1) Complainant 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 complainant.

(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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