

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74090 of 2024

Arising Out of PS. Case No.-1726 Year-2023 Thana- COMPLAINT CASE District- Araria

Md. Iftekhar @ Md. Isteeckhar @ Md. Istekhar Son of Md. Gayas Uddin @ Gyasuddin R/o village-Kamaldaha, ward no. 09, P.S.-Kursakanta, District-Araria.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Bibi Shahin @ Bibi Nahid Wife of Md. Iftekhar village- Baturbari, Bbhanbita, ward no. 14, Ps- Tarabari, Dist- Araria

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Madhav Jha, Advocate
For the Opposite Party/s : Mr. Dinesh Singh, A.P.P.

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 03-01-2025 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 323, 379, 498A, 504/34 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 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. 3000/- (three thousand) per month to the opposite



party No. 2, 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 Sub-Divisional Judicial Magistrate, Araria in connection with Araria Complaint Case No. 1726-C of 2023, 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)

Navya/-

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

