

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.9111 of 2015

Arising out of PS.Case No. -721 Year- 2014 Thana -BETTIAH TOWN District- WEST
CHAMPARAN(BETTIAH)

Pradeep Sah @ Pradeep Kumar Sah, son of Bikau Sah, R/o Mohalla- Turha
Toli, Purani Gudari, P.S.- Bettiah (Town), District- West Champaran.

.... Petitioner

Versus

The State of Bihar

.... Opposite Party/s

Appearance :

For the Petitioner : Mr. Bimlesh Kumar Pandey, Advocate.

For the Opposite Party : Mr. Amrendra Pd.(App)

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

3 03-09-2015 Heard learned counsels for the petitioner, complainant
and learned counsel for the State.

The petitioner is apprehending his arrest in connection
with Bettiah(Town) P.S. Case No. 721 of 2014 for the offences
instituted under Sections 406, 420 of the I.P.C. and 138 of the N.I.
Act.

The prosecution story, in brief, is that the petitioner took
Rs. 9,50,000/- from the informant for business and assured him
that he will return the said amount within a week. When the
informant went to demand his money then the petitioner gave him
cheque of the said amount to which the informant deposited in the
State Bank of India, Shantinagar Branch, but the said cheque was

returned with endorsement that there is no sufficient money in the account. Thereafter the informant went at the house of petitioner and gave information that cheque has been bounced, whereupon petitioner became annoyed and abused him and also gave threatening. The informant sent notice to the petitioner through his lawyer but the petitioner did not respond it.

The present application was sent to the Mediation Centre where the parties have settled their dispute and a joint petition dated 27.08.2015 has been filed which is as follows:-

“This agreement is executed at Patna High Court Mediation Centre on the date 27.08.2015.

BETWEEN

Pradeep Sah @ Pradeep Kumar Sah, Son of Bikau Sah, resident of Mohalla-Turha Toli, Purani Gudari, P.S.-Bettiah(Town), District-West Champaran hereinafter called “first party” which expression shall, unless repugnant to the context or meaning hereof, mean and include their heirs, successors, legal representatives, administrators, executors, nominees and assigns, of the “First Part”.

AND

Pappu Sah, Son of Sri Mannu Sah, resident of village-Old Gudari, Ward No. 09, Kalibagh, P.S.-Nagar Kalibagh, District-West Champaran hereinafter called “Second Party” which expression shall, unless repugnant to the context or meaning hereof, mean and include their heirs, successors, legal representatives, administrators, executors, nominees and assigns, of the “Second Part”

WHEREAS the First Party, Pradeep Sah @ Pradeep Kumar Sah has issued cheque No. 907940 dated 17.09.2014, State Bank of India, Shanti Nagar Branch, Bettiah of Rs. 9,50,000/-(Rupees Nine Lakh fifty thousand) in favour of Second Party, Pappu Sah. ANDWHEREAS the dispute between the parties regarding

payment of Rs. 9,50,000/-(Rupees Nine lakh fifty thousand) has arisen resulting into filing of Bettiah (Town) P.S. Case No. 721 of 2014 under Sections 406, 420 of I.P.C. and under Section 138 N.I. Act by the Second Party against the First Party.

ANDWHEREAS First Party has filed Cr. Misc. No. 9111 of 2015 in the Hon’ble Patna High Court for grant of Anticipatory bail and the Hon’ble High Court vide order dated 20.04.2015 referred the matter to Patna High Court Mediation Centre.

ANDWHEREAS both parties have agreed to settle their dispute through the process of mediation without any threat, coercion, undue influence or fraud.

NOW IN PRESENCE OF WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the First Party and Second Party has agreed to settle the dispute between the parties on payment of Rs. 9.00,000/- (Rupees Nine Lakh only) to the Second Party in instalment.
2. That the First Party shall pay Rs. 4,00,000/-(Rupees four lakh only) to the Second Party on 31.12.2015. The remaining amount of Rs. 5,00,000/- (Rupees five lakh only) shall be paid by the First Party to Second Party in monthly instalment of Rs. 50,000/-(Rupees fifty thousand only).
3. That the both parties have agreed to settle their dispute on payment of Rs. 9.00,000/-(Rupees Nine lakh only) subject to following instalments:-

Date	Amount	Penalty(If not paid on due date)
31.12.2015	Rs. 4,00,000/- (Rs. four lakh only)	
31.01.2016	Rs. 50,000/- (Rs. fifty thousand only)	Principal amount with 10% penalty in next month.
31.02.2016	Rs. 50,000/- (Rs. fifty thousand only)	Principal amount with 10% penalty in next month.
31.03.2016	Rs. 50,000/- (Rs. fifty thousand only)	Principal amount with 10% penalty in next month.
31.04.2016	Rs. 50,000/-	Principal amount with



	(Rs. fifty thousand only)	10% penalty in next month.
31.05.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.
31.06.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.
31.07.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.
31.08.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.
31.09.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.
31.10.2016	Rs. 50,000/-	Principal amount with
	(Rs. fifty thousand only)	10% penalty in next month.

4. That the First Party is at liberty to deposit the amount mentioned above in the Account Number-32811613066 of State Bank of India, Shanti Nagar Branch, Bettiah, standing in the name of the Second Party.
5. That the First Party is at liberty to deposit the instalment amount any date before the cut-of date.
6. That if the First Party makes four consecutive default in payment of instalment mentioned above the amount shall be forfeited and the benefit arising out of this settlement shall be withdrawn.
7. That the Second Party undertakes not to make any claim against Cheque No. 907940 besides six other Cheques bearing No. (1) 010121 (ICICI Bank), (2) 010122(ICICI Bank), (3) 010123(ICICI Bank), (4) 010124(ICICI Bank), (5) 907942 (ICICI Bank), (6) 032485 (AXIS Bank) which are with the Second Party.
8. That the said Bettiah(Town) P.S. Case No. 721 of 2014 shall be remain pending till the realization of amount mentioned above. After realization of aforesaid amount of Rs. 9.00,000/- (Rupees Nine lakh only), the Second Party shall withdraw Bettiah(Town) P.S. Case No. 721 of 2014.
9. That both parties have agreed to withdraw all cases(Civil or

Criminal)whether within the knowledge of other parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
AND SUBSCRIBED THEIR RESPECTIVE HAND ON 27TH
August, 2015 IN THE PRESENCE OF WITNESSES.

Sd/- Sd/-
(Bimlesh Kr. Pandey) First Party
Advocate 27.08.15. (Pradeep Sah @ Pradeep Kumar Sah)

Sd/- Sd/- (27.08.15)
(Abhishek Kumar) Second Party
Advocate (Pappu Sah)
A.O.R. No. 03143”

Considering the aforesaid joint petition made between the parties, the petitioner Pradeep Sah @ Pradeep Kumar Sah is directed to be released on anticipatory bail in the event of his arrest or surrender before the learned court below within a period of four weeks from today in connection with Bettiah (Town) P.S. Case No. 721/2014 on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned C.J.M., West Champaran at Bettiah, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

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(Sudhir Singh, J)