

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.49791 of 2014

Arising Out of PS.Case No. -1555 Year- 2013 Thana -EAST CHAMPARAN COMPLAINT
District- EASTCHAMPARAN(MOTIHARI)

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Ali Akhtar S/o Late Molajim Mian R/o Village - Majhariya, P.S. - Adapur,
District - East Champaran.

.... Petitioner

Versus

1. The State of Bihar
2. Rehana Khatoon, wife of Ali Akhtar Mian, D/o Mokhtar Mian, at present resident of village Katahan, P.S. Motihari (M), District East Champaran permanent address village Majhauriya, P.s. Adapur, District East Champaran

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Rakesh Kumar No.1

For the Opposite Party/s : Mr. Jagdhar Prasad (App)

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL ORDER

3 12-08-2015 Heard learned counsel for the parties.

Having regard to the fact that the petitioner facing prosecution for offence under sections 498A, 379 of the Indian Penal Code and Section 4 of the Dowry Prohibition Act apprehending arrest has moved this Court and this Court by the order dated 9.4.2015 has referred the matter for mediation to Mediation Center, Patna High Court, Patna and there is a report dated 22.7.2015 of Mr. Dharmendra Kumar, Mediator at Flag 'A' that the dispute between the parties have been resolved through agreement of mediation and the terms and settlement of such agreement reads as follows:

“ **Patna High Court Mediation Centre**

Memorandum of Agreement
Mediation Proceeding No. 412 of 2015

(Arising out of Cr.Misc.No. 49791 of 2014)

An agreement made on 22.7.2015 at the High Court Patna
Mediation Centre between

Ali Akhtar (First Party)

And

Rehana Khatoon (Second party)

The petitioner and the opposite party no.2 have participated in this mediation proceeding and both are ready to settle their disputes amicably on the following terms and conditions:-

1. That the petitioner is ready to make payment of Rs.50,000/- (Rupees fifty thousand) other articles to the opposite party no.2 through Bank Draft and the receipt thereof will be filed in the court below.
2. That the petitioner will make payment of 1st instalment of Rs.10,000/- (Rupees ten thousand) to the opposite party no.2 after the disposal of Hon'ble Court's case within two weeks from the date of order and the rest amount will be made to the opposite party no.2 further in two instalments not beyond three months.
3. That after making payment of all instalment and filing receipt thereof in the court below, the opposite party no.2 and the petitioner will file proper petition along with copy of this agreement for withdrawal of cases filed against each other in the respective courts.
4. That the above contents of the agreement have been read over and explained to us in Hindi which we have

fully understood and accepted thereupon.

In the above terms and conditions a settlement has been arrived at between the parties and both have signed in presence of their learned counsel, who have also put their signature on this agreement paper.”

Sd/-
(Ali Akhtar)
Signature of petitioner
Date 22.7.2015

Sd/-
(Rehana Khatoon)
Signature of O.P.No.2
Date 22.7.2015

this Court must now allow the prayer for anticipatory bail of the petitioner as the issue now stands amicably resolved.

Thus, subject to the compliance of mutual agreement, as quoted above, if the petitioner, Ali Akhtar, surrenders before the court below within a period of four weeks from today, he shall be released 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 S.D.J.M., Sadar at Motihari in Trial No. 5379/2014 arising out of Complaint Case No. 1555/2013, subject to the following conditions:

(i) That both the bailors will be a close relative of the petitioner who will give an affidavit giving genealogy as to how they are related with the petitioner. The bailors will also undertake to inform the Court if there is any change in the address of the petitioner.

(ii) That the bailor shall also state on affidavit that

he will inform the Court concerned if the petitioner is implicated in any other case of similar nature after his release in the present case and thereafter the Court below will be at liberty to initiate the proceeding for cancellation of bail on the ground of misuse.

(iii) That the petitioner will be well represented on each and every date of trial and if he fails to do so on two consecutive dates, his bail will be liable to be cancelled on this ground alone.

surendra/-

(Mihir Kumar Jha, J)

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