

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.7241 of 2014

Arising Out of PS.Case No. -135 Year- 2012 Thana -RUPASPUR District- PATNA

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Anish Kumar @ Babloo Singh S/O Dhaneshwar Pd. Sinha @ Laddu Singh
..... Petitioner/s

Versus

The State Of Bihar

..... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Bipin Kumar, Advocate

For the Opposite Party/s : Mr. S.D.Singh Yadav(App)

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CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH
ORAL ORDER

12 18-10-2016

Heard learned counsels for the petitioner, informant
and the State.

The petitioner being the husband of the informant is
apprehending arrest in a case registered for the offences
punishable under Sections 341, 323, 327, 498A, 504/34 of the
Indian Penal Code.

Basic accusation is of torture and assault.

It is submitted by learned counsel for the petitioner
that the matter was initially heard by a co-ordinate Bench of this
Court and the petitioner was directed to be released on
provisional anticipatory bail till further orders vide order dated
03.04.2014 with a direction to the petitioner to deposit Rs.3000/-
(three thousand) per month before the learned Court below



within 15 days from the date of receipt of the order dated 03.04.2014 and subsequently by 15th day of every successive month. The liberty was given to the informant to receive the payment through deposit in her account. The provisional bail was directed to be automatically cancelled in case of failure to deposit the amount by 15th day of each succeeding month. The matter was referred to Mediation and Reconciliation Centre, Patna High Court, since both sides were ready to explore the possibility of settlement.

The report of mediator dated 09.06.2015 at Flag 'P' reflects that the issue could not be resolved through the process of mediation.

However, subsequently the issue was resolved between the parties and both sides decided to part ways on payment of Rs.2,00,000,000/- (two crores) and transferor 2 Katha of residential land within Patna urban area as one time settlement scheme. It was agreed that Rs.25,00,000/- (twenty five lakhs) will be paid at the time of signing of the agreement and rest Rs.1,75,00,000/- (one crore seventy five lakh) within seven months through cheque or draft. It was also decided that both children will reside with mother as the guardian and on

payment of Rs.2,00,00,000/- (two crores) both sides will withdraw the respective cases filed by them against each other. It is further agreed that both sides will file a matrimonial suit under section 13B of the Hindu Marriage Act for dissolution of marriage with consent after payment of rupees two crores.

In pursuance to the agreement though, the petitioner handed over a cheque of Rs.25,00,000/- (twenty five lakh), but the same got bounced due to insufficient fund. The petitioner has already paid Rs.12,50,000/- (Twelve lakh fifty thousand) to the informant, the said payment is not being disputed by learned counsel for the informant.

The learned counsel for the petitioner further submits that the petitioner is ready to make payment of Rs.13,00,000/- (thirteen lakhs), today, through two cheques worth Rs.8,00,000/- (eight lakhs) dated 07.10.2016 and Rs.5,00,000/- (five lakhs) dated 22/10/2016 drawn on HDFC Bank Boring Road Branch and agreed to make payment of Rs.1,74,50,000/- (One crore seventy four lakh fifty thousand) through bank draft within a period of four months in four monthly equal installments by submitting bank drafts before the learned Court below and further undertakes to transfer two katha of residential land

situated in urban Patna in favour of informant within the said period of four months.

It is further submitted on behalf of the petitioner that Rs.3000/- (three thousand) is being paid per month by the petitioner though the said amount has not been paid regularly by 15th day of each succeeding month, but the bail bonds of the petitioner have not been cancelled.

Learned counsel for the informant on instruction submits that informant is ready to accept the offer of the petitioner but informant is apprehensive due to the past conduct of the petitioner as the earlier cheques issued by the petitioner got bounced, the petitioner though making payment of Rs.3000/- to the informant as directed by a Co-ordinate Bench of this Court vide order dated 03.04.2014 but the said amount is not being paid regularly by 15th day of every successive month and the matter has been adjourned for payment of undertaken amount since last two years. However, the bail bond of the petitioner has not been cancelled till date.

Considering the rival submission of the parties the counsel for the petitioner is permitted to hand over the cheques of rupees eight lakhs and five lakhs to the counsel for the



informant for being handed over to the informant. The counsel for the informant is permitted to make endorsement to that effect on record. The petitioner is permitted to deposit the bank draft of Rs.1,74,50,000/- (one crore seventy four lakhs fifty thousand) within a period of four months in four equal installments before the learned Court below which will be released in favour of the informant. The petitioner will further transfer two katha of residential land in urban Patna within a period of four months.

Considering the present stand of the parties, the provisional anticipatory bail of the petitioner, granted vide order dated 03.04.2014, in connection with Rupaspur P.S. Case No.135/2012, pending before the learned CJM, Patna, is extended till 19th February, 2017. Since the petitioner has already furnished the bail bonds in pursuance to the provisional anticipatory bail, the petitioner is allowed to remain on the same bail bonds.

The provisional anticipatory bail of the petitioner will be confirmed by the learned Court below within period of four months on verification of the facts that two cheques of Rs.13,00,000/- (thirteen lakhs) has been encashed/credited in the bank account of the informant, the petitioner has deposited the

drafts of Rs.1,74,50,000/- (one crore seventy four lakh fifty thousand) and already transferred two katha residential land situated in urban Patna.

The informant will be at liberty to move this Court in eventualities of the two cheques being not encashed/credited due to laches on the part of the petitioner.

It is made clear that this Court has given the indulgence keeping in view of the nature of accusation and with a lurking hope that this order will allow the parties to settle down in their respective life, but no modification application will be entertained if the petitioner will fail to comply the undertakings.

Ashwini/-

(Dinesh Kumar Singh, J)

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