

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No. 32624 of 2014

Arising Out of Complaint Case No. -259C Year- 2006 Thana -COMPLAINT CASE District-
SUPAUL

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Mahendra Mandal, Son of Ram Dutt Mandal, R/O/V - Hanuman Nagar, P.S. -
Birpur, District - Supaul.

.... Petitioner/s

Versus

1. The State of Bihar
2. Mohni Devi Wife of Mahendra Mandal R/O/V - Hanuman Nagar, P.S. - Birpur,
District -Supaul. At present residing with father namely Jamun Mandal, resident
of Village- Fulkaha, P.S. Raghobpur, District- Supaul.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.
For the Opposite Party/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 20-04-2016

Heard learned counsel for the parties.

Though pursuant to the matter being sent for
Mediation and the same having failed, a consensus has been
reached between the parties that the petitioner shall pay Rs.
1000/- per month to opposite party no. 2 by way of maintenance.

In view of the aforesaid, let the petitioner pay the
same starting from April, 2016 to be paid latest by 7th of the
following month either in cash or directly in the account of the
opposite party no. 2, as may be mutually agreed. If the opposite
party no. 2 wants the payment to be made in her account, then
she shall provide the number of the Bank account to the

petitioner either directly or by way of a petition before the Court below itself.

In light of the aforesaid, the provisional bail granted to the petitioner by order dated 17.10.2014 stands confirmed.

It goes without saying that in case there is any breach of the terms of the order i.e., of payment of Rs. 1000/-per month to the opposite party no. 2 as per the schedule indicated above, the opposite party no. 2 shall have liberty to file a petition before the Court below bringing on record such fact. If such a representation is filed, the Court below shall pass appropriate orders including cancellation of the bail bonds of the petitioner after hearing the parties. It is further made clear that since the present application is being disposed off on the basis of agreement of the petitioner to pay Rs. 1000/- to the opposite party no. 2 and if on such agreement the case(s) are compromised and disposed off and, in the event the petitioner goes back on his commitment to pay Rs. 1000/- per month to the opposite party no. 2, she shall be at liberty to file a petition bringing to the notice of the Court such breach of the terms of the bail and Court, after hearing the parties, shall pass appropriate orders including cancellation of the bail bonds of the petitioner. Further, if the same happens after the case(s) are disposed off, she shall have liberty to file a petition for revival of the case(s) or even file a fresh case.

It shall be open to the parties to arrive at a final settlement and close the chapter by either withdrawing the case or the case being disposed off in terms of the said settlement.

The application stands disposed off in the aforementioned terms.

(Ahsanuddin Amanullah, J.)

P. Kumar

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	