

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.34153 of 2015

Arising Out of PS.Case No. -460 Year- 2013 Thana -COMPLAINT CASE District- SUPAUL

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1. Baijnath Yadav @ Baidyanath Yadav Son of Jawalal Yadav resident of
Hariraha, Police Station - Kairjain, District - Supaul

.... Petitioner/s

Versus

1. The State of Bihar
2. Anju Devi Wife of Baijnath Yadav resident of village - Hardi, Post
office - Hardi, Police Station & District - Supaul

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Arun

For the Opposite Party/s : Mr. Bhanu Pratap Singh(APP)

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI
SHARAN SINGH
ORAL ORDER

4 30-03-2016 Heard learned counsel for the petitioner and learned
Additional Public Prosecutor appearing on behalf of the State.

This application for grant of anticipatory bail arises out of
Complaint case No. 460C of 2013, disclosing offences under Sections
498A and 494 of the Indian Penal Code.

On perusal of the report of the learned Mediator, it appears
that the dispute between the parties has been resolved.

Following are the terms of negotiated settlement:-

“1. That the petitioner (First Party) shall
ready to gift seven kattha of Land situated at
Chandpeepar Supaul to the Opposite party No.2.

2, That the petitioner (First Party) also
ready to give one thousand rupees per month in
addition to this seven Kattha of Land to the opposite
party No.2 (Second party).

3. That the petitioner (First Paty) is also

ready to give residential place of two room to the opposite party No.2 (Second party) to stay there for her whole life.

4. That both the parties shall withdraw all cases which ever they filed before the concerned Court after successful execution of gift deed.

5. That if the petitioner (First Party) failed to execute the gift deed to the Opposite party No.2 (Second party) shall be entitled to file an application before the concerned court.

6. That if the wife (Second party) after receiving seven kattha of Land as gift from petitioner (First Party) no support the terms of this agreement there in that situation necessary action shall be taken against her.

7. That the both parties shall free to live separately under mutual consent as per their own choice.

8. That the above contents of this agreement have been read over and explained to them in Hindi in presence of their respective lawyer which have fully understood and accepted by them.

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

In view of the above, this application is allowed.

Let petitioner above-named in the event of his arrest/surrender within four weeks from today in the Court below 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 learned S.D.J.M., Supaul in Complaint Case No. 460C/13, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

This is subject to the condition that the petitioner shall present himself before the Police/Court, as the case may be, as and when required and in the event of failure on his part to appear before the Court on two consecutive occasions, his bail bonds shall be liable to be cancelled.

Learned counsel for the complainant/Opposite party No.2 has submitted that the complainant shall not proceed with the complaint case any further, if the petitioner carries out the terms of negotiated settlement, within time frame.

(Chakradhari Sharan Singh, J)

ArunKumar/-

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