

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.48009 of 2015

Arising Out of PS.Case No. -1173 Year- 2013 Thana -PURNIA COMPLAINT CASE District-
PURNIA

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Manoj Baid @ Manoj Kumar Baid Son of Kanhaiya Lal Baid, resident of
5-5-95, Plot No. 95, Flat No. 302, Jeeva, P.S. gandhi Nagar, Secundrabd,
District - Secundrabad.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Sheetal Baid, Wife of Manoj Biad, resident of Madhubani Bazar, P.S. K.
Hat, Purnea.

.... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Ansul, Advocate Mr. Archit Rajpal, Advocate Mr. Shreyanshu Kumar, Advocate
For the complainant		Mr. N. K. Agrawal, Sr. Advocate
For the Opposite Party/s :		Mr. Ashok Kr. Singh 1(App)

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CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH
ORAL ORDER

11 09-02-2017 Heard learned counsels for the petitioner, complainant
and the State.

The petitioner being the husband of the complainant is
apprehending arrest in a complaint case wherein process has been
directed to be issued after cognizance being taken for the offences
punishable under Sections 498A of the Indian Penal Code and 3/4
of the Dowry Prohibition Act.

The accusation is of torture for non-fulfillment of dowry
demand.

This Court, vide order dated 09.10.2015, issued notices



to the opposite party no.2 on submission of the petitioner that he is ready to keep the complainant as wife with dignity and honour, but the complainant in her S.A. stated that she does not want to resume the conjugal life even the petitioner keeps her well. Similar was the stand of the petitioner before the learned Court below, but the complainant refused to accept the offer of the petitioner.

This Court vide order dated 29.04.2016, on joint prayer of the parties, referred the matter to the Mediation Centre of Bihar State Legal Services Authority. The report of the Mediator dated 07.02.2017, kept at 'Flag-X' reflects that the issues have been reconciled through the process of mediation and both the sides have decided to part ways on payment of permanent alimony of Rs.10,90,000/- which has been paid in terms of LIC policy, partly cash and fixed deposits before the Mediator. The complainant agrees to withdraw the Complaint Case No.1173/2013. The petitioner agrees to withdraw the matrimonial suit pending at Hyderabad. Both the parties have also decided to file matrimonial suit under section 13B of the Hindu Marriage Act within a period of one month. The parties have also exchanged the articles given to each other. A supplementary affidavit has been filed on behalf of the petitioner to that effect. The terms of agreement has been stipulated in paragraph no.3 of the agreement, which read as



under:-

"3. That the conditions for settling the concerned dispute are as follows :-

- a. Manoj Baid @ Manoj Kumar Baid would pay to Sheetal Baid a sum of total Rs.10,90,000/- (Rupees Ten Lakhs and Ninety Thousand Only) by handing over the LIC taken in the name of Sheetal Baid by father of Manoj Baid @ Manoj Kumar Baid of which current surrender value shall be considered, surrendering the Fixed Deposits taken in her name and handing over a Demand Draft of the balance amount so as to constitute a sum of Rs.10,90,000/-.
- b. Manoj Baid @ Manoj Kumar Baid has handed over all the belongings to the Sheetal Baid including her jewellery, certificates, diary clothes, articles and utensils.
- c. Sheetal Baid has also returned the belongings and articles of Manoj Baid @ Manoj Kumar Baid to him in the Mediation stage itself.
- d. Manoj Baid @ Manoj Kumar Baid would withdraw the divorce case filed in Hyderabad.
- e. Sheetal Baid would withdraw the complaint case being Complaint Case No.1173/2013 and the Maintenance Case lodged against Manoj Baid @ Manoj Kumar Baid.
- f. Both the parties would file a joint petition for divorce under section 13-B of the Hindu Marriages Act within a month's time in the Court of competent jurisdiction which shall be at Patna as the cause of action has arose at the Mediation Centre of the Hon'ble High Court of Judicature at Patna.

Mr. Bidhu Ranjan, learned counsel for the complainant

does not dispute the factum of agreement arrived at between the



parties during the mediation and is not opposing the prayer for bail of the petitioner, Though, before the mediation there was no stipulation with regard to withdrawal of Maintenance Case No.131/2015, but the parties are ready to withdraw the same. A statement to that effect has been made in paragraph no.3(e) of the supplementary affidavit.

Considering the present stand of the parties, let the above named petitioner be released on anticipatory bail in the event of arrest or surrender before the learned Court below within a period of twelve weeks from today, on furnishing bail bond of ₹10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned SDJM, Purnea, in connection with Complaint Case No.1173/2013, subject to the conditions as laid down under Section 438(2) Cr.P.C.

However, either party will be at liberty to file appropriate application in case of breach of terms of the agreement.

(Dinesh Kumar Singh, J)

Ashwini/-

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