

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.32544 of 2014

Arising Out of PS.Case No. -4420 Year- 2013 Thana -PATNA COMPLAINT CASE District- PATNA

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Suraj Kumar Son of Late Krishna pd. Resident of Bari Maszid Khagaul,
P.S.- Khagaul, District – Patna Petitioner

Versus

1. The State of Bihar

2. Rekha Raj Wife of Suraj Kumar Daughter of Maheshwari Sah
Resident of Village - Mahavir Nagar Near Matro Hospital P.S.- Patrakar
Nagar, District - Patna

.... .. Opposite Party

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Appearance :

For the Petitioner : Mr. Tilak Sao, Advocate

For the Opposite Party: Mr. Binod Bihari Sinha, Advocate
Mr. Amarjeet Choudhary, Advocate

For the State : Mr. Sufiyan, APP

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

ORAL JUDGMENT

Date: 30-08-2017

Heard learned counsel for the petitioner, learned
counsel representing the Opposite Party No. 2 and also
learned Additional Public Prosecutor on behalf of the State.

2. Pursuant to the order dated 24.08.2017 passed by
this Court, learned counsel for the petitioner has served copy
of supplementary affidavit upon learned counsel representing
the Opposite Party No. 2.

3. Sri Amarjit Choudhary, learned Advocate, on
instruction from Sri Binod Bihari Singh, learned Advocate on
Record on behalf of the Opposite Party No. 2 accepts the



factual position as stated in supplementary affidavit filed on behalf of the petitioner.

4. The petitioner moved this court for setting aside the order dated 14.05.2014 passed in Complaint Case No. 4420(C) of 2013 by learned Judicial Magistrate, 1st Class, Patna, by which he took cognizance of the offences under Sections 341, 323, 498(A)/34 of the Indian Penal Code and issued summons to the accused including the present petitioner.

5. It appears that after notice to Opposite Party No. 2 who happens to be the wife of this petitioner, she appeared and agreed for mediation to resolve the ongoing dispute between the parties. The order for mediation was, in fact, passed by this Court in the Anticipatory Bail Application of this petitioner vide Cr. Misc. No. 24532/2015, i.e., during the pendency of the present application. A copy of the memo of agreement signed by both the petitioner as well as the Opposite Party No. 2 in presence of their respective learned advocates in mediation proceeding no. 702/2015 has been brought on record with the supplementary affidavit dated 22.02.2016 filed on behalf of the petitioner.

6. The terms and conditions agreed upon by the



parties are reproduced hereunder for a ready reference : -

1. Both the parties i.e. husband namely Suraj Kumar and wife namely Rekha Raj have agreed to settle their dispute as one time settlement.

2. That the petitioner has agreed to pay a sum of Rs. 7,00,000/- (Rupees Seven Lakh only) by Account payee draft No. 866332 dated 27.01.2016 Union Bank with ornaments towards one time settlement amount as full and final settlement of all her claims for maintenance. Which has already been paid by the First party and received by the Second Party namely Rekha Raj.

3. Both the parties undertakes that they will withdraw all cases filed against each other pending in any court.

4. That the parties have no grievance against each other they undertake not to make any claim with regard to their marital status in future and they are free to live separately from each other.

5. That the Second Party have agreed that she will no claim any things property of the First party and his family members.

6. That the aforesaid contents of the agreement have been read over and explained in Hindi, which have fully been understood and accepted by the parties.”

7. Learned counsel for the Opposite Party No. 2 admits that the agreement has been acted upon and the Opposite Party No. 2 has already received a sum of Rs. 7,00,000/- (Rupees Seven Lakh only) and now she is not at all



interested in prosecuting the complaint case.

8. This being the position, considering the fact that the present case arises out of matrimonial discord between the parties which has now been settled and both the parties have already entered into the agreement as stated above and have acted upon the same, the further continuance of the complaint case would not be in the interest of justice.

9. Thus, in view of the materials available on the record and the submission noted hereinabove, the order taking cognizance impugned in the present application is hereby quashed, and this application is allowed.

(Rajeev Ranjan Prasad, J.)

Rajeev/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	31.08.2017
Transmission Date	31.08.2017

