

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.30591 of 2017

Arising Out of PS.Case No. -207 Year- 2015 Thana -GAYA COMPLAINT CASE District- GAYA

=====

SANJEEV GOSAWAMI@ SANJEEV KUMAR GOSAWAMI Son of Late
Biphan Gosawami @ Baban Gosawami, resident of Village- Balasot, P.S.-
Raushanganj, District- Gaya.

.... Petitioner

Versus

1. The State of Bihar.
2. Asha Devi W/o Sanjeev Gosawami, D/o Madan Gosawami, resident of
Village- Mocharim, P.S.- Bodh- Gaya, District- Gaya.

.... Opposite Parties

=====

Appearance :

For the Petitioner/s : Mr. Sudhir Kumar Sinha
For the Opposite Party/s : Mr. Ram Sevak Choudhary

=====

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

3 12-10-2017 Heard learned counsel for the petitioner, O.P.No.2 and
for the State.

The petitioner seeks bail in a case instituted under
Sections 498A of the Indian Penal Code and 4 of D.P. Act.

The allegation against the petitioner is of committing
torture upon the victim due to non-fulfillment of the demand of
dowry.

It has been submitted on behalf of the petitioner that
the petitioner is in custody since 17.04.2017. The petitioner has
got no criminal antecedent. There is no allegation of tampering of
witnesses alleged against the petitioner. The petitioner has falsely
been implicated in the present case. The case is triable by the



Magistrate. Due to petty family dispute, the present case has been instituted against the petitioner. The petitioner has further relied upon the judgment of this court, in the case of ***Md. Naimul Haque Ansari Vs. The State of Bihar, reported in 2006(3) PLJR 182.***

On behalf of the State and the counsel for the Opposite Party No.2, it has been submitted that the dispute has already been settled between the parties.

Vide order dated 11.07.2017, the matter was referred to the Mediation and reconciliation Centre, Patna High Court, Patna. The report of the Mediator is as follows:-

An agreement made on 09.10.2017 at the High Court Patna Mediation Centre between SANJEEV GOSAWAMI@ SANJEEV KUMAR GOSAWAMI Son of Late Biphan Gosawami @ Baban Gosawami, resident of Village- Balasot, P.S.- Raushanganj, District- Gaya and Asha Devi W/o Sanjeev Gosawami, D/o Madan Gosawami, resident of Village- Mocharim, P.S.- Bodh-Gaya, District- Gaya.

Both the parties have agreed voluntarily to live and spend their life separately on following terms and conditions to resolve their disputes.

1. That the petitioner (first party) has agreed to pay full and final amount



(one time settlement) of Rs. 70,000/- (Rupees Seventy Thousand only) to opposite party no.2 (Second party) by way of Cheque No.823024527 of P.N.B. Pananiya (Gaya) Bihar Branch which has been accepted by opposite party no.2 (Second party), towards all her claims, stridhan, maintenance and permanent alimony.

2. That the opposite party no.2 (Second party) will not claim any right in movable or immovable property on the petitioner (first party) or his father.
3. That after receiving the above said full and final settlement amount paid by the petitioner (first party) to the opposite party No.2 (second party), the opposite party no.2 (Second party) shall withdraw the petition filed by her before learned Principal Judge, Family Court, Gaya bearing matrimonial title sit no. 295 of 2016 and complaint case



No.207 of 2015 pending in the court of S.D.J.M., Gaya as well as the Roshanganj P.s. Case No.03 of 2017 filed by the petitioner (first party) against the opposite party No.2(Second party) shall also be deemed to be withdrawn.

4. That after receiving the above said full and final settlement amount in the manner prescribed herein above, the opposite party No.2 (Second party) shall not claim any maintenance from the petitioner (first party) and his family members
5. That in view of the settlement arrived between the parties, both the parties shall withdraw all the cases filed by them against each other and their all cases shall be deemed withdrawn.
6. That now there remain no dispute/grievances between the parties and their family members of



whatsoever nature.

7. That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted thereupon.

8. That in the above terms and conditions a settlement has been arrived between the parties and both have agreed in presence of their learned counsels, who have also put their signatures on this agreement.

Considering the aforesaid facts and circumstances, the provisional bail granted to the petitioner vide order dated 11.07.2017 is hereby confirmed, in connection with Complaint case No.207 of 2015, Tr. No.2759 of 2016 pending in the court of learned S.D.J.M., Gaya.

(Sudhir Singh, J)

Amit/-

U		T	
---	--	---	--

