

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.14091 of 2017

Arising Out of PS.Case No. -52 Year- 2015 Thana -JEHANABAD COMPLAINT CASE District-
JEHANABAD

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Pawan Mistry son of Mundar Mistry, resident of village- Dharahara, P.O.
Kairy, Bigha, P.S. Men (Pai Bigha), Dist.- Gaya

.... Petitioner

Versus

1. State of Bihar
2. Guriya Devi W/o Pawan Mistry D/o Bhushan Mistry, presently residing
at Mohamadpur (Kazisarai), P.O. Kazisarai, P.S. Kako, Dist.-Jehanabad

.... Opposite Parties

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Appearance :

For the Petitioner/s : Mr. Sri Sunil Kumar Singh

For the Opposite Party/s : Mr. Ram Bachan Singh

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CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

8 25-08-2017 Heard the learned counsel for the petitioner, learned
counsel for the complainant and learned counsel for the State.

The petitioner is apprehending his arrest in connection
with Complaint Case No. 52 of 2015 for the offences instituted
under Sections 323, 498(A), 379/34 of the Indian Penal Code and
Section 3/4 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.

The matter was earlier referred to the Mediation Centre,
Patna High Court, Patna.

The report of the Mediator is as follows:- In spite of
best effort, disputes between the parties could not be resolved fully



and ultimately both the parties decided to live separately and finally one time settlement has been made in terms of following terms and conditions:-

1. The petitioner will withdraw his case bearing complaint case no.205/2015 pending in the court of J.M. Gaya which has been filed against the opposite party and his family members.
2. The opposite party No.2 will withdraw her case bearing complaint case No. 52/2015 pending in the court of Sri Umesh Prasad, J.M., Jehanabad which has been filed against the petitioner and his family member.
3. The petitioner will pay a sum of Rs. 1,50,000/- (one Lac Fifty Thousand) to the opposite party No.2 namely Gudiya Devi in four equal instalments of Rs. 37,500/- only. First installment will be paid on or before 11.09.2017 which will be paid in the Saving Bank Account No.2375000010002956 standing at Kazi



sarai Jehanabad branch of Punjab National Bank which is standing in the name of mother of the opposite party No.2 namely Meena Devi. The rest instalment will be paid in the interval of 15 days. The last instalment will be paid either on the day of giving consent for divorce (confession before the family court) or filing a separate petition in Maintenance case No.45/15 forgoing her claim of maintenance which ever is later.

4. The petitioner will file a divorce case in the family court for divorce in which the opposite party No.2 will appear and give her consent for divorce on the point mutual consent.
5. The opposite Party no.2 will not claim any of maintenance as passed in Mant. Case No.45/15
6. After the divorce and payment of amount of one time settlement both the party shall have no grievance from each other



of any kind.

7. Both the party shall withdraw their respective cases on their own ost and entire cost of divorce cost shall be born by the petitioner.

8. 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.

Hence, in the above terms and conditions a settlement has been arrived at between the parties and both have signed”.

Considering the fact that the said Mediaton report has not been disputed by either of the two parties, let the petitioner above named be released on anticipatory bail in the event of his arrest or surrender before the learned court below within a period of six weeks from today in connection with Complaint Case No. 52 of 2015 on furnishing bail bonds of Rs. 10,000/-(Ten Thousand) with two sureties of the like amount each to the satisfaction of learned J.M., Jehanabad, subject to the conditions as laid down under Section 438(2) of the Code of Criminal



Procedure.

The court below shall ensure that as per the negotiated agreement arrived between the parties before the Mediator, the same be complied with, if the petitioner fails to do so, the court below will be at liberty to cancel the bail bond of the petitioner.

(Sudhir Singh, J)

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