

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.30147 of 2017

Arising Out of PS. Case No.-24 Year-2017 Thana- SHYAMPUR BHATHA District- Sheohar

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Baliram Singh, S/o Late Ram Iqbal Singh, R/o Village- Jahangirpur, P.S.- Shyampur, Bataha, District- Sheohar.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Sarita Devi, W/o Baliram Singh, R/o Village- Jahangirpur, P.S.- Shyampur, Bataha, District- Sheohar.

... .. Opposite Party/s

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Appearance :

For the Petitioner	:	Mr. Dinesh Jha, Advocate
For the State	:	Smt. Veena Rani Prasadd, APP
For opposite party No.2	:	Mr. Hans Lal Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

6 18-01-2018 Heard learned counsel for the petitioner. learned APP for the State and learned counsel for the opposite party No.2.

The petitioner was granted provisional bail by order dated 11.07.2017 and the matter was referred to the Mediation and Conciliation Centre, Patna High Court for settlement/reconciliation between the parties.

Following is the report of the Mediator :

Patna High Court Mediation Centre
Mediation Proceeding No.704 of 2017
(Arising out of Cr.Misc.No.30147 of 2017)

An agreement made on 09.10.2017 at the High Court Patna Mediation Centre between.

Baliram Singh, Son Late Ram Iqbal Singh, R/o Village Jahangirpur, P.S. Shyampur, Bataha, District Sheohar

.... Petitioner (First Party)

Versus



Sarita Devi, wife of Baliram Singh, R/o Village Jahangirpur,
P.S. Shyampur, Bhataha, District Sheohar

.... opposite party No.2 (Second party)

Both parties participated in the mediation proceeding along with their advocates. Both parties agreed to resolve to this dispute on the following terms:-

1. 1st party will deposit Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand) in the Bank Account of 2nd party Sarita Devi @ Sarita Singh by 09.11.2017.

2. 1st party agreed to execute Registered sale deed with respect of 10 Dhuar Hone steed land in favour of 2nd party till 09.11.2017.

3. 1st party agreed to deposit Rs.5,000/- (Rupees Five Thousand) in the Bank Account of 2nd party by 15th of each month for the children till they attain age of Majority.

4. Both parties with take suitable steps to withdraw cases pending between them.

5. That the above contents of the agreement have been read over and explained to us in Hindi in presence of their counsels, which we have fully understood and accepted there upon.

6. 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.

Sd/-
(Baliram Singh)
Signature of the petitioner
(First party)
Date-09.10.2017

Sd/-
(Sarita Devi)
Signature of the opposite party
(Second party)
Date-09.10.2017

Sd/-
Signature of the Advocate for petitioner
A.O.R. No.01082
Date-09.10.2017

Sd/-
Signature of the Advocate for O.P. No.2
A.O.R. No.04577
Date-09.10.2017

When the matter was taken up, it has been submitted on behalf of the counsel for the petitioner that he is not ready to accept the settlement arrived before the Mediator.



Considering the conduct of the petitioner, it appears that he tried to mislead the court. In the said circumstances, the provisional bail granted to the petitioner by order dated 11.07.2017, in connection with Shyampur Bhataha P.S. case No.24 of 2017 pending in the court of Chief Judicial Magistrate, Sheohar, stands cancelled.

The present bail application stands rejected. The petitioner is directed to surrender in the court below within a period of four weeks from the date of receipt of this order, failing which the court below shall take all necessary steps in respect of issuance of process against the petitioner, so that he is taken back in the judicial custody.

(Sudhir Singh, J)

Narendra/-

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