

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.5948 of 2018**

Arising Out of PS. Case No.-149 Year-2017 Thana- GOPALGANJ COMPLAINT CASE  
District- Gopalganj

- 
1. Jaimul Abuddin @ Zainul Abedin, S/o Late Israr Ahmad,
  2. Shakila Khatoon W/o Late Israr Ahmad, Both 1 & 2 R/o Village- Fatahan, P.O.+P.S.+ District- Gopalganj.
  3. Saniya Pravin D/o Late Israr Ahmad, W/o Nemutullah @ Neyamtullah,
  4. Nemtullah @ Neyamtullah S/o Kitabullah @ Kitabullah Ahsan, Both 3 & 4 R/o Village- Sidhwaniya, P.S.- Kateya, District- Gopalganj.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Sarwari Khatoon W/o Zaniul Abedin, R/o Village- Fatahan, P.O.+P.S.+District- Gopalganj, Presently residing as D/o Ish Mohammad, Village- Kaparpura, P.S.- Uchkagaon, District- Gopalganj.

... .. Opposite Party/s

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**Appearance :**

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| For the Petitioner | : | Mr. Sanjay Kumar Pandey No-5, Adv. |
| For the State      | : | Mr. Nagendra Prasad, APP           |

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**CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH**  
**ORAL ORDER**

4      09-04-2018                      Heard learned counsel for the petitioners, learned APP  
for the State and learned counsel for the opposite party No.2.

The petitioners are apprehending their arrest in a case registered under Sections 498A/34 of the Indian Penal Code.

Allegation against the petitioners is of committing torture upon the victim due to non-fulfilment of demand of dowry.

By order dated 02.02.2018, the matter was referred to the Patna High Court, Mediation Centre.

Following is the report of the Mediator :



**Patna High Court Mediation Centre  
Memorandum of Agreement  
Mediation Proceeding No.21 of 2018  
[Arising out of Cr.Misc.No.5948 of 2018]**

An agreement made on 30.03.2018 at the Patna High Court  
Mediation Centre, between.

1. Jaimul Abuddin @ Zainul Abedin, S/o Late Israr Ahmad,
  2. Shakila Khatoon, wife of Late Israr Ahmad, Both 1 & 2 resident of village- Fatahan, P.O.+P.S.+ District- Gopalganj.
  3. Saniya Pravin daughter of Late Israr Ahmad, wife of Nemutullah @ Neyamtullah,
  4. Nemtullah @ Neyamtullah son of Kitabullah @ Kitabullah Ahsan, Both 3 & 4 resident of Village- Sidhwaniya, P.S.- Kateya, District- Gopalganj.
- (First Party)

And

Sarwari Khatoon wife of Zaniul Abedin, resident of village Fatahan, P.O.+P.S.+District Gopalganj, presently residing at daughter of Ish Mohammad, village Kapapura, P.S. Uchkagaon, District Gopalganj

----- (Second Party)

The present mediation proceeding initiated in view of the order passed in the aforesaid case by the Hon'ble High Court, Patna. The First Party (Jaimul Abuddin @ Zainul Abedin) and the Second Party (Sarwari Khatoon) have participated in this mediation proceeding. The First party and the Second party came to the amicable one time settlement on the following terms and conditions :-

Jamul Abduddin @ Zainul Abedin (husband) and Sarwari Khatoon (wife) appeared before the mediation centre alongwith their counsels and they have agreed to settle the matter amicably by way of one time settlement on rupees two lakhs by being cheque No.033141 dated 10.03.2018 for Rs.1,00,000/- (Rupees one lakh only) and another cheque being cheque No.006496 for Rs.50,000/- (Rupees fifty thousand) payable at Sidhwania Bazar Branch Central Bank of India, Gopalganj issued in the name of Sarwari Khatoon and handed over to her to which she accepted and further the



petitioner will also pay a draft of Rs.50,000/- (Rupees fifty thousand) on or before 30.09.2018 in the court below.

The petitioner has also agreed to return all articles the opposite party No.2 on 08.04.2018 (a copy of list of articles enclosed herewith). That from today both are ready to live separately and will not interfere in the matter of each other and they will not press in any proceeding pending before the lower court filed by each other and the same stands disposed of in terms of this agreement in the court below. That after payment of above amount the parties will have no claim against each other and will spend their life separately.

The petitioner has also agreed to give her open/written talaknama the opposite party No.2 and the copy of the same will be deposited in the court below while making payment of Rs.50,000/- (fifty thousand) by way of draft.

It is admitted by the opposite party No.2 that mehar amount has already been paid to her.

Both are ready to live separately they are not interfere in the matter to each other. They are no proceeded any case before lower court because matter has been settled finally.

That after payment of above agreed amount the parties will have no claim, what so ever, against each other and will spend their life separately.

That the above contents of this agreement have been read over and explained to us in Hindi in presence of their respective counsels which we have fully understood and accepted the same.

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 signatures on this agreement.

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|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Sd/-<br>(Jaimul Abduddin @ Zainul Abedin)<br>Signature of the petitioner<br>Date-30.03.2018 | Sd/-<br>(Sarwari Khatoon)<br>Signature of the opposite party No.2<br>Date/30.03.2018 |
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| Sd/-<br>Signature of the petitioner' Advocate<br>A.O.R. No.-00764<br>Date-30.03.2018 | Sd/-<br>Signature of the opposite party No.2 Adv<br>A.O.R. No.-00602<br>Date/30.03.2018 |
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Considering the fact that the matter has already been settled between the parties, let the petitioners, above named, in



the event of arrest/surrender before the learned court below within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate IX, Gopalganj in connection with Complaint case No.149 of 2017 (Trial No.2151 of 2017), subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

**(Sudhir Singh, J)**

Narendra/-

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