IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.30408 of 2018

Arising Out of PS. Case No.-733 Year-2016 Thana- PATNA COMPLAINT CASE District- Patna

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Chandan Kumar Tiwary S/o Mirtunjay Tiwary, R/o Vill.- Tiwary Tola, Ahiapur, Maner, P.S.- Maner, District- Patna.

... ... Petitioner/s

Versus

1. The State of Bihar.
2. Priti Devi W/o Chandan Kumar Tiwari, D/o Ravikant Sharma, R/o Parari, P.S.- Bihta, District- Patna.

... ... Opposite Party/s

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Appearance :
For the Petitioner : Mr. Arun, Advocate
For the State : Smt Pushpa Sinha, APP
For opposite party No.2 : Mr. Bipin Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH

ORAL ORDER

4 12-07-2018 Heard learned counsel for the petitioner, learned APP for the State and learned counsel for the opposite party No.2.

The petitioner is apprehending his arrest in a case registered under Section 498A of the Indian Penal Code.

A joint affidavit has been filed on behalf of the parties. Following is the terms of settlement between the parties.

This agreement is executed at Patna High Court on the 20 May of 06 of 2018.

BETWEEN

Chandan Kumar Tiwari, Son fo Mrityunjay Tiwary, resident of village Tiwari Tola, Ahiapur Maner, Police Station Maner, District Patna, hereinafter called “Husband”

……. Petitioner

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AND

Priti Devi, wife of Chandan Kumar Tiwary, D/o Ravikant Sharma, resident of village Parari, P.S. Bihta, District Patna, hereinafter called "Wife"

……. Opposite Party No.2

WHEREAS the First Party, Chandan Kumar Tiwary and Second Party Priti Devi married according to Hindu rites and ceremonies on 01.05.2014. The parties have no child out of their wedlock.

AND WHEREAS owing to incompatibility of temperaments between the parties, they could not pull on well in matrimonial life. They have also not been able to live together.

AND WHEREAS inspite of best efforts of family members as well as well-wishers, the parties could not resolve their disputes and differences and as such they have not been able to live together. The parties are living separately since 19.07.2016. There is no hope of any reconciliation between them.

AND WHEREAS both parties have agreed to settle their dispute through the process of one time settlement without any threat coercion undue influence or fraud and have decided to dissolve the marriage through mutual consent.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the First Party, Chandan Kumar Tiwary and Second Party Priti Devi have agreed to dissolve their relationship as husband and wife by filing Matrimonial Case with consent under section 13(B) of Hindu Marriage Act before learned Family Court, Patna and shall take all necessary steps in this regard.

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2. That the first party, Chandan Kumar Tiwary agreed to pay permanent alimony of Rs.15,00,000/- (Rs. Fifteen lac only) to the Second Party Priti Devi out of fifteen lacs, 5 lacs shall be paid before Hon'ble High Court in the proceeding of Cri. Misc. No.30408 of 2018 and remaining 10 lacs shall be paid prior to the Judgment of matrimonial case proposed to be filed by parties. The said amount shall be deposited in the Court of learned Family Court.

3. Maintenance case filed by O.P. No.2 will withdrawn by the Second Party after payment of 1st Installment.

4. After payment of First Installment both parties will their consent shall file Joint Divorce petition before the Family Court for dissolution of their marriage in the First Week of July, 2018.

5. Kankarbagh P.S. case No.698/14 u/s 379 I.P.C., filed by mother of 1st Party against the father and brother of O.P. No.2 will be withdrawn or dropped or compromised and in this regard both parties shall cooperate.

6. Similarly present Complaint case No.733(c)/2016, filed by 2nd Party pending in the Court of Learned S.D.J.M., Danapur shall also be dropped/withdrawn/compromised and for that necessary steps shall be taken by both parties.

7. The both parties shall not claim any right, title and interest in person or any property of each other beyond and after this agreement.

8. That both parties have agreed to withdraw the allegations leveled against each other either in the Criminal/Civil Courts.

9. That both parties have agreed to withdraw all cases (Civil or Criminal) whether within the knowledge of other parties.

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10. That both parties shall now be free to get their marriage to others.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON IN THE PRESENCE OF WITNESSES.

Sd/-	Sd/-
Advocate	First Party
A.O.R. No.00345	(Chandan Kumar Tiwary)
Date:- 20/6/18	Date:- 20/06/18
Sd/-	Sd/-
Advocate	Second Party
A.O.R. No.00136	(Priti Devi)
Date:- 20.6.2018	Date:- 20/06/18

In compliance of the terms of settlement arrived between the parties, a bank draft of Rs.5 lacs is being handed over by the counsel for the petitioner to the counsel for the opposite party No.2, who signs in the margin of the order sheet in token of receipt of the same.

Considering the fact that the settlement has already been arrived between the parties, 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 S.D.J.M., Danapur in connection with Complaint case No.733C

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of 2016, 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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