

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.13488 of 2017

Arising Out of PS.Case No. -1573 Year- 2015 Thana -NALANDA COMPLAINT CASE District-
NALANDA (BIHARSHARIFF)

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Prateek Agrawal @ Pratik Agrawal, son of Ravi Agrawal @ Ravi Sankar Agrawal, resident of Mohalla Boddum Bazar, Jado Babu Chowk, P.S. Sadar, District- Hazaribag, (Jharkhand).

.... Petitioner

Versus

1. The State of Bihar.
2. Khushbu Kumari @ Soni Kumari, Wife of Prateek Agrawal, resident of Mohalla- Batlam Bazar, Jadav Babu Chowk, P.S. Sadar, District Hazaribag, at present daughter of Suesh Agrawal, resident of Mohalla Kamruddinganj, Biharsharif P.S.- Laheri, District- Nalanda.

.... Opposite Parties

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Appearance :

For the Petitioner : Mr. Pankaj Kumar, Advocate.
For the State : Mr. Amrendra Prasad, A.P.P.
For the O.P. No. 2 : Mr. Vijay Anand, Advocate.

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CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

9 06-02-2018 Heard learned counsel for the petitioner, learned
counsel for opposite party no. 2 and learned A.P.P. for the State.

The petitioner is apprehending his arrest in a case for the offence registered under Sections 341, 323, 498(A), 504 and 506/34 of the IPC.

The prosecution story, in brief, is that the accused persons including the petitioner tortured the victim due to non-fulfillment of demand of dowry.

The matter was referred to the Mediation Centre, Patna High Court, Patna, on 25.04.2017. As per the report of the



Mediator, the matter has been settled between the parties. It is expected that both parties will abide by the terms and conditions of the settlement. A Demand Draft bearing No. 517344 dated 30.01.2018 issued by the State Bank of India, Hazaribagh, Branch Code-00090 in favour of Khushboo Kumari (opposite party no. 2) of Rs.4,00,000/-(Rupees Four Lacs Only) has been produced on behalf of learned counsel for the petitioner. The same is being received by the opposite party no. 2 herself in the Court.

The following are the terms and conditions of the Memorandum of Agreement:-

“ Patna High Court Mediation Centre
Memorandum of Agreement
Mediation Proceeding No. 442 of 2017
(Arising out of Cr. Misc. No. 13488 of 2017)

This Deed of Agreement is made on 29th day of January 2018 at Patna High Court Mediation Centre, Patna.

BETWEEN

Prateek Agrawal @ Pratik Agrawal, S/O Ravi Shankar Agrawal @ Ravi Agrawal, age around 30 years, By Faith-Hindu, R/O-Jado Babu Chowk, Boddom Bazar, P.S. Sadar, P.O. –Hazaribagh, District-Hazaribagh, State- Jharkhand, Country-India (hereinafter called ‘Party No. 1’).

AND

Khushboo Kumari @ Soni Kumari, D/O Suresh Prasad @ Suresh Prasad Agrawal, age around 25 years, By Faith-Hindu, R/O Qamruddinganj, P.S.-Laheer, P.O.-Biharsharif, District-Nalanda, State-Bihar, Country-India (hereinafter called ‘Party No. 2’). (hereinafter Party No. 1 and Party No. 2 are jointly called ‘Parties’)

WHEREAS disputes and differences have arisen between the parties who got married on 10th day of June 2015 at Bodh Gaya,



Bihar, according to Hindu Rites and Rituals.

WHEREOF the parties have agreed to settle their disputes and differences amicably between themselves without recourse to litigation and for that purpose are willing to abandon their claims in the manner hereinafter appearing.

- 1) That it is agreed between the parties that they shall jointly pray for dissolution of marriage and quashing of Complaint Case No. 1573C of 2015 filed before the Learned Court of C.J.M. Nalanda, at Biharsharif as well as disposing of all the matter/cases between the parties and their family members including Complaint Case No. 2093 of 2015 filed before the Learned Court of C.J.M. Hazaribagh, at Hazaribagh and the parties shall be granted divorce by mutual consent as they are staying separately for the last more than 2 years and there is no hope for reunion/reconciliation.
- 2) That the Party No. 1 has agreed to pay a total sum of Rs. 11,00,000/- (Rupees Eleven Lacs Only which is inclusive of the arrears of interim maintenance ordered by the Learned Court of Principal Judge, Family Court, Nalanda at Biharsharif in connection with Maintenance Case No. 15M/2016) to the Party No. 2 and the Party No. 2 has agreed to receive the same from Party No. 1 towards full and final settlement of all her claims towards alimony, maintenance (past, present and future), Stridhan, belongings and any other claims and expenses whatsoever. It is agreed that the said amount shall be paid in the following manner:-
 - (a) That out of the aforesaid amount Rs. 4,00,000/- (Rupees Four Lacs Only) will be paid by demand draft/bankers cheque in the name of Khushboo Kumari prior to granting of anticipatory bail in the Court room of the Hon'ble High Court and thereafter the Party No. 2 will file the application for withdrawal of Maintenance Case No. 15M of 2016 filed before the Learned Court of Principal Judge, Family Court, Nalanda at Biharsharif by Party No. 2 against the Party No. 1 within one week thereafter payment of aforesaid Rs. 4,00,000/- (Rupees Four Lakh).
 - (b) That out of the aforesaid amount Rs. 2,00,000/- (Rupees Two Lac Only) will be paid by demand draft/bankers cheque in the name of Khushboo



Kumari on the day of filing of the joint petition under Section 13(B) of the H.M.A. for divorce by mutual consent before the Learned Court of Principal Judge, Family Court, Nalanda at Biharsharif within one week after payment of aforesaid Rs. 4,00,000/- (Rupees Four Lakh).

- (c) That out of the aforesaid amount Rs. 1,00,000/- (Rupees One Lac Only) will be paid by demand draft/bankers cheque in the name of Khushboo Kumari at the time of quashing of Complaint Case No. 1573C of 2015 filed before the Learned Court of C.J.M. Nalanda, at Biharsharif by Party No. 2 against the Party No. 1 and his other family members by way of joint petition to mention the Cr. Misc. No. 30989 of 2017 before Hon'ble National Lok Adalat to be held in the premises of Hon'ble Patna High Court on 10th day of February 2018 and thereafter the Complaint Case No. 2093 of 2015 filed before the Learned Court of C.J.M. Hazaribagh, at Hazaribagh will be withdrawn.
- (d) That balance/final amount of Rs.4,00,000/- (Rupees Four Lac Only) will be paid by demand draft/bankers cheque in the name of Khushboo Kumari at the time of decree in the mutual divorce petition under Section 13(B) of H.M.A.
- (3) That in case there is any other case/complaint pending before any Court/Authority filed by any of the parties or their family members involved in any of the case filed against each other or their family members apart from cases detailed in the present agreement with regards to this matrimonial dispute and differences, shall be withdrawn by the respective parties within one month from the signing of this agreement.
- (4) That the parties and their respective family members have agreed that none of them would initiate any other legal action or complaint against each other or against the family members of each other with regard to this matrimonial alliance.
- (5) Subject to the aforesaid terms, the parties have resolved all the disputes amicably in relation to the marriage and have been left with no claims against each other and/or their respective family members.
- (6) By signing this agreement, the parties hereto solemnly state and affirm that they have no further



claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

(7) The contents of this settlement-agreement have been explained to the parties through their respective counsels and the parties have understood and undertake to abide by the terms and conditions set out in this Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.

Sd./ Prateek Agrawal @
Pratik Agrawal. 29.01.18.
(Prateek Agrawal @ Pratik
Agrawal)
Signature of the Petitioner
(First Party)
Date-29.01.2018.

Sd./- Khushboo Kumari @ Soni
Kumari. 29.01.2018.
(Khushboo Kumari @ Soni
Kumari)
Signature of the opposite party
(Second Party)
Date-29.01.2018.

Signature of the petitioner
Advocate
A.O.R.No.
Date-29.01.2018.

Sd./-(Vijay Anand) 29.01.18.
Signature of the Advocate of
O.P. No. 2
A.O.R. No. 00229
Date- 29.01.2018.

Sd./-(Sanjay Prasad)
Mediator.29.01.18.
Patna High Court
Mediation Centre, Patna.”

Considering the aforesaid facts and circumstances, let the petitioner above named, in the event of arrest or 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 the learned A.C.J.M.-1, Nalanda at Bihar Sharif, in connection with Complaint Case No. 1573C of



2015, subject to the conditions as laid down under Section 438(2)
of the Code of Criminal Procedure.

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(Sudhir Singh, J)

