

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.40650 of 2017

Arising Out of PS.Case No. -161 Year- 2016 Thana -BAHADURPUR District- PATNA

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1. Divya Pratap Singh Dev @ Div Pratap Singh Dev, son of Ashok Kumar Singh Dev, R/o Mohalla- Sandalpur, Devi Asthan , P.S.- Bahadurpur, District- Patna.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Ms. Soni Shrivastava, Advocate
For the Opposite Party/s : Smt. Sharda Kumari, APP
Mr. A. K. Mouar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

3/ 12-01-2018

Heard learned counsel for the petitioner and learned

APP for the State.

Petitioner apprehends his arrest in **Bahadurpur P.S.**

Case No.161 of 2016 instituted for the offence under Section(s)

341, 323, 379, 420, 406, 504/34 Indian Penal Code.

Counsel for the petitioner as well as Opposite Party No.2 are present in the Court. They have submitted that earlier matter was sent to Mediation Centre where matter has been amicably settled between the parties.

Report of the Mediator is available on record at flag- 'P'. As per Memorandum of Agreement, petitioner has agreed to make payment of rupees thirty one lac to the informant in installment as mentioned in para 5 of the Memorandum of



Agreement. Last installment will be paid by the petitioner to the informant in the month of December, 2019.

Counsel for the petitioner has submitted that he has agreed on the terms and conditions as mentioned in the Memorandum of Agreement.

In such circumstances, this application is disposed off with direction to the petitioner to surrender before the **Judicial Magistrate, Patna City, Patna**, in connection with **Bahadurpur P.S. Case No.161 of 2016** within a period of four weeks from the date of receipt of a copy of this order along with copy of Memorandum of Agreement and an Affidavit that he will comply the terms and conditions of the Memorandum of Agreement and in that event, the Court will release the petitioner on anticipatory bail on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each subject to the conditions as laid down under Section 438(2) Cr. P. C. with further conditions: (1) bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) petitioner shall cooperate in the trial and shall be present on each and every date fixed by the court and absence on two consecutive dates without proper and reasonable reason will automatically cancel bail bond of the petitioner and (3) if



petitioner tampers with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the petitioner.

It is made clear if the petitioner fails to comply the terms and agreement of Memorandum of Agreement and makes default in payment of a single installment as per the Memorandum of Agreement, the informant will be at liberty to file application for cancellation of bail of the petitioner and in that event, Court below will pass appropriate order in accordance with law.

(Sanjay Priya, J)

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