

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.26919 of 2016

Arising Out of PS.Case No. -1163 Year- 2014 Thana -PATNA COMPLAINT CASE District-
PATNA

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1. Ramjee Mahto, S/o Sohrai Mahto, resident of Mohalla- Sandalpur,
Police Station- Bahadurpur, District - Patna.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Jyoti Bhushan, s/o late Mahadeo Lal, resident of Mohalla- Bahri
Begampur, P.S. - Bypass, District - Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ajay Mukherjee, Advocate

For the Opposite Party/s : Mr. Surendra Kumar, APP
Mr. Satyendra Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

6/ 16-02-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the Opposite Party No.2.

Petitioner apprehends his arrest in **Complaint Case**
No.1163-C of 2014 instituted for the offence under Section(s)
406, 420, 506, 323, 324, 379/34 Indian Penal Code.

Counsel for the petitioner as well as Opposite Party
No.2 has submitted that matter was sent to Mediation Centre
where it has been amicably settled.

Report of the Mediator is available at flag-‘C’. As
per memorandum of agreement entered into between the parties
at the Mediation Centre, petitioner will give total amount of



rupees two lac twenty thousand in six installment to the Complainant. First installment will start from February, 2018.

In such circumstances, this application is disposed off with direction to the petitioner to surrender in the Court below i.e. **Additional Chief Judicial Magistrate-5, Patna City**, in connection with **Complaint Case No.1163-C of 2014** within a period of four weeks from the date of receipt of copy of this order along with valid receipt showing payment of first installment of amount to the Complainant by Demand Draft as per memorandum of agreement and in that event the Court below will release the petitioner on provisional anticipatory bail for a period of six months on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to its own satisfaction 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 his absence on two consecutive dates without proper and reasonable reason will be liable to cancel his bail bond 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.

During the period of provisional bail, the petitioner will make payment of the remaining amount as per memorandum of agreement entered into between the parties and on making payment of the entire amount i.e. rupees two lac twenty thousand as agreed between the parties and on producing valid receipt of payment of the aforesaid amount, provisional bail of the petitioner will be confirmed.

It is expected that as per memorandum of agreement the Complainant will take steps for withdrawing the case after making full payment.

(Sanjay Priya, J)

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