

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.28644 of 2017

Arising Out of PS.Case No. -69 Year- 2016 Thana -MADHUBANI COMPLAINT CASE District-
MADHUBANI

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1. Sharwan Paswan, son of Paresh Paswan, resident of village- Simari Goth (West Tole), P.S.- Rajnagar, District- Madhubani.

.... Petitioner/s

Versus

1. The State of Bihar,
2. Sujita Devi, wife of Sharwan Mandal, daughter of Ashok Paswan, resident of village- Simari Goth Tole (West Tole), P.S.- Raj Nagar, District- Madhubani.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Gagan Deo Yadav, APP

For the Opposite Party/s : Mr. Madan Kumar, APP

Mr. Raja Ram Mishra, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

5/ 25-01-2018

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.69 of 2016/71 of 2016 (C.R.)** instituted for the offence under Section(s) 498-A, 341, 323, 307, 354, 379 Indian Penal Code.

Counsel for the petitioner has submitted that matter was sent to Mediation Centre where parties have arrived at amicable settlement. Memorandum of agreement arrived at between the parties is annexed with the report of the Mediator. In terms of Memorandum of Agreement, petitioner is required to make payment of rupees fifty thousand as one time settlement in



seven monthly installment. First installment of rupees seven thousand has already been paid and the rest amount will be paid in six installments as mentioned in the Mediator's Report.

Counsel for the Opposite Party No.2 has appeared and submits that matter has been settled in the Mediation Centre as per Memorandum of Agreement.

In such circumstances, this application is disposed off with direction to petitioner to surrender before the Court below i.e. **Judicial Magistrate, 1st class, Madhubani**, within a period of four weeks from the date of receipt of copy of this order in connection with **Complaint Case No.69 of 2016/71 of 2016 (C.R.)**, along with copy of Memorandum of Agreement arrived at between the parties in the Mediation Centre and an Affidavit that he will make payment of remaining amount in six installment as per Memorandum of Agreement and in that event the Court below 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 that in the event the petitioner defaults in making payment of single installment as per Memorandum of Agreement, his bail bond will liable to be cancelled.

It is expected that as per Memorandum of Agreement, both parties will withdraw the case filed against each other after making full payment to the Opposite Party No.2 by the petitioner.

(Sanjay Priya, J)

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