

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.883 of 2018

Arising Out of PS.Case No. -9 Year- 2016 Thana -KHAGARIA COMPALINT CASE District-
KHAGARIA

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1. Sharwan Kumar Bajaj, S/o Late Bhagwan Das, R/o Village- Babaganj,
P.S. & District- Khagaria.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Ramjapo Yadav, S/o Late Ganga Yadav, R/o Village- Rampur Alauli
(Charra Patti), P.S.- Alauli, District- Khagaria.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Pankaj Kumar Sinha, Advocate

For the Opposite Party/s : Mr. S. Ehteshamuddin, APP

Mr. Ranjeet Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

4/ 08-05-2018

Heard learned counsel for the petitioner and learned

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

Complainant.

Petitioner apprehends his arrest in **Complaint Case**
No.09C of 2016 instituted for the offence under Section(s) 420,
467, 468, 120-B Indian Penal Code.

By order dated 09.03.2018, matter was sent to
Mediation Centre. Both the parties have arrived at mutual
agreement in the Mediation Centre and Memorandum of
Agreement has been enclosed with the report of the Mediator.

Counsel for both the parties submit that this



application for anticipatory bail be disposed off in terms of the aforesaid Memorandum of Agreement.

In view of such, this application is disposed off with direction to the petitioner to surrender before the Court below i.e. **Sub-Divisional Judicial Magistrate, Khagaria**, in connection with **Complaint Case No.09C of 2016**, within a period of four weeks from the date of receipt of copy of this order along with Affidavit that he will abide by the terms of Memorandum of Agreement arrived at in the Mediation Centre and will not make any disturbance to the informant with regard to possession of land, which have been sold to him through Sale Deed dated 25.04.1985 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 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.

It is made clear that in the event petitioner commits breach of Memorandum of Agreement or disturbance in peaceful possession of land, the Complainant-Opposite Party No.2 will be at liberty to file necessary petition for cancellation of bail bond of the petitioner.

It is expected that after arriving at mutual agreement between the parties, the Complainant-Opposite Party No.2, will take appropriate steps in the Court below for final disposal of the case, in accordance with law, in terms of Memorandum of Agreement arrived at between the parties in the Mediation Centre.

(Sanjay Priya, J)

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