

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.20924 of 2018

Arising Out of PS. Case No.-50 Year-2018 Thana- SONEPUR District- Saran

Rupesh Kumar S/o Sarveshwar Kumar Sharma, R/o Village- Sabbalpur
Babhantoli, P.S.- Sonapur, District- Saran.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner	:	Mr. Binit Kumar
For the State	:	Mr. Anil Prasad Singh

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER

6 21-06-2018 Heard learned counsel for the petitioner, learned APP
for the State and learned counsel for the informant.

The petitioner is apprehending his arrest in a case registered under Sections 495, 498A, 514, 323/34 of the Indian Penal Code and $\frac{3}{4}$ of Dowry Prohibition Act.

Allegation against the petitioner is of committing torture upon the victim due to non-fulfilment of demand of dowry.

A joint affidavit has been filed on behalf of the parties.

The following are the terms of settlement as incorporated in paragraph 5 of the affidavit.

“5 (a) That the petitioner would pay a sum of Rs.7,50,000/- (Seven Lakh Fifty Thousand) only to Opp. Party No.2 in token of one time settlement.

(b) That the Opp. Party No.2 and 3 have undertaken not to proceed any further with



Sonepur P.S. case No.50 of 2018 giving rise to instant application for bail. The parties hereby makes a joint prayer to the Hon'ble Court for dropping the proceeding under Sonepur P.S. Case No.50 of 2018.

(c) The petitioner and the Opp. Party No.2 would file a petition for divorce by mutual consent in terms of section 28 of the Special Marriage Act by appearing before the Principal Judge, Family Court, Patna, by 22.06.2018.

(d) That the Opp. Party No.2 who has filed maintenance case being Maintenance Case No.112 of 2018 before the Principal Judge, Family Court, Patna, against the petitioner seeking maintenance would withdraw it on next date fixed the case.

(e) That the Opp. Party No.2 would have no claim, right, title and interest over any of the properties of the petitioner and she would not make any claim for money/property from the petitioner in any manner and in any form.

(f) That out of the amount of Rs.7,50,000/- (Seven Lakh Fifty Thousand) as stated above payable to the Opp. Party No.2 Rs.4,00,000/- (Four Lakh) would be paid to the Opp. Party No.2 through demand draft at the time of presentation of this petition before the Hon'ble Court and the remaining Rs.3,50,000/- (Three Lakh and Fifty Thousand) would be paid on



the date of decree of divorce by mutual consent as stated above.

(g) That the parties undertakes to appear and remain present before the Principal Judge, Family Court, Patna, in relation to proposed divorce suit on all the dates required.”

In terms of settlement, the counsel of the petitioner is handing over a draft bearing No.001616 of Axis Bank of Rs.4 lacs to the counsel of the opposite party No.2. The counsel for the opposite party No.2 receives the draft and signs in the margin of the order sheet in token of receipt of the same.

Considering the joint affidavit filed on behalf of the parties as one time settlement has already been arrived between the parties, let the petitioner, above named, in the event of arrest/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 learned Chief Judicial Magistrate, Saran at Chhapra in connection with Sonapur P.S. case No.50 of 2018, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

The parties shall take necessary steps before the



concerned court for dropping the prosecution in terms of the
settlement arrived between the parties.

(Sudhir Singh, J)

Narendra/-

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