

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.80487 of 2018

Arising Out of PS. Case No.-185 Year-2018 Thana- SARAIYA District- Muzaffarpur

Md. Kalim @ Mohammad Kalim, son of Md. Ibrahim, resident of village Gopinathpur Dokra, P.S. Saraiya, Dist. Muzaffarpur

... .. Petitioner

Versus

1. The State of Bihar
2. Ghazala Nasrin, wife of Md. Kalim, resident of village Gopinathpur Dokra, P.S. Saraiya, Dist. Muzaffarpur, at present residing at Muza Patrahiya, P.S. Saraiya, Dist. Muzaffarpur

... .. Opposite Parties

Appearance :

For the Petitioner/s : Mr.Md. Anis Akhtar

For the Opposite Party/s : Mr.Pranav Kumar

CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

4 24-06-2019 Petitioner seeks bail in anticipation of his arrest in connection with Saraiya (Jaitpur) P.S. Case No. 185 of 2018 registered for the offences punishable under Sections 323, 354, 307, 498A, 376, 511, 34 of the Indian Penal Code and Sections 3/4 of Dowry Prohibition Act.

Case is under Section 498A IPC and since both the parties had appeared in the case, the matter was referred to the Patna High Court Conciliation and Mediation Centre and the report of Mediator at Flag 'A' shows that the dispute was resolved between the parties on the conditions mentioned in the memorandum of agreement and from perusal of the same it appears that the petitioner had given a Bank Draft of Rs.1.50 lacs to the opposite party No.2 to settle the dispute and both the parties to withdraw the cases filed by them against each other.



Learned counsel for opposite party No.2 has submitted that there is some mistake in the name of opposite party No.2 in the Bank Draft and as such the same could not be encashed.

In such view of the matter, let both the parties appear before the court on 4.7.2019, on which date the petitioner shall handover a corrected Bank Draft for Rs.1.50 lacs to opposite party No.2, upon which the provisional bail granted to the petitioner vide order dated 17.1.2019 shall be confirmed with the condition that both the parties will abide by the condition of agreement reached between them.

Learned counsel for opposite party No.2 is directed to handover the earlier Bank Draft to learned counsel for the petitioner today in the Court itself for its correction.

Let the report of the Mediator along with the memorandum of agreement be sent to the court below for needful.

(Vinod Kumar Sinha, J)

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