

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.73241 of 2018

Arising Out of PS. Case No.-336 Year-2018 Thana- BARARI District- Katihar

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Jahangir @ Md. Jahangir, Son of Mansoor Alam, Resident of Village-
Baidanda Jangipur,P.S. Barari,Distt.-Katihar

... .. Petitioner/s

Versus

1. The State of Bihar
2. Dulob Khatoon, D/o of Nazir Hussain, wife of Jahangir @ Md. Jahangir
presently at her maik Village-Tinpaniya,P.S. Korha,Distt.-Katihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Bimal Kumar

For the Opposite Party/s : Mr.Mr. Manoj Kumar

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

6 28-08-2019 This is an application for grant of anticipatory bail in

connection with Barari P.S. Case No. 336 of 2018, disclosing

offences under Sections 498A, 354, 504, 506, 34 of IPC.

Case is under Section 498-A of the IPC.

On appearance of the opposite party no. 2, the matter
was referred to the Patna High Court Mediation &
Reconciliation Center, vide order dated 11.03.2019. The report
of Mediator is available on record at Flag “B” which disclosed
that the dispute between the parties has been resolved and the
terms of settlement mutually agreed upon them, which is
attached with the mediator’s report. From the memo of
agreement, it appears that both the parties settled the dispute and



agreed to reside separately in lieu of that, petitioner shall pay Rs. 95,000/- to the opposite party no.2/wife. Out of which, he will pay Rs.40,000/- by bank draft on 28.08.2019 and rest of the amount he will pay by 06th November, 2019. They have also agreed that they will not have any claim or counter claim against each other. Both the parties have admitted the above position.

Learned counsel for the petitioner has submitted that earlier he has brought bank draft of Rs. 40,000/- which is mentioned in the memo of agreement also, but as he has to make another bank draft due to the fact that her name has not been correctly mentioned, as such, now he has brought bank draft of Rs. 39,000/- and rest of amount of Rs.56,000/- he will pay on the next date, i.e., 06.11.2019.

Learned counsel for the opposite party no.2 has also admitted the same.

Bank draft of Rs.39,000/- bearing No.939209, dated 27.08.2019 is being handed over to the counsel for the opposite party no.2, who has given it to the opposite party no.2 in the court itself.

In such view of the matter, the provisional bail granted to the petitioner vide order dated 20.12.2018 is extended



till 06.11.2019 and on that day, the petitioner shall pay the bank draft of remaining amount of Rs.56,000/- in the name of opposite party no.2 before the court that will be handed over to the opposite party no.2 in the court itself. Once the total amount is paid, the learned court below shall confirm the bail bonds of the petitioner.

Let a copy of Mediator's report along with terms of agreement be sent to the court concerned for needful.

As per the terms of agreement, they are also ready to compromise the case pending against each other.

With the aforesaid observations, this application is disposed of.

Sunil Shukla/-

(Vinod Kumar Sinha, J)

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