

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.57283 of 2019

Arising Out of PS. Case No.-25 Year-2019 Thana- MAHILA P.S. District- Patna

Dr. Keshava Kumar @ Keshava Kumar, Son of Sri Ramashish Singh,
Permanent Resident of Village - Badalpura, P.S.- Matihani, Dist.- Begusarai,
At Present residing at Mohalla Malahi Pakri, P.S.- Kankarbagh, Town and
Dist.- Patna and Address in the F.I.R. At Kewal Mukund Bihari Dham
Apartment B Block, Flat No. G.-02, Boring Canal Road, P.S.- Budha Colony,
Dist.- Patna.

... .. Petitioner

Versus

1. The State of Bihar
2. Anupriya, W/o Dr. Keshava Kumar, D/o Late Ram Kishore Singh, Resident
of Village - Power House Road, P.S.- Begusarai (Nagar), Dist.- Begusarai.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Jai Prakash Singh, Advocate
For the Opposite Party/s : Mr. Ganesh Prasad Singh, APP

CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

4 21-11-2019 This is an application for grant of anticipatory bail in

connection with Patna Mahila P. S. Case No. 25 of 2019,

disclosing offences under Sections 341, 342, 498A, 379, 420,

315, 504, 506, 34 IPC and Section 3/4 of Dowry Prohibition Act.

Case is under Section 498-A of IPC.

On appearance of the opposite party no.2, matter was

referred to the Patna High Court Mediation and Reconciliation

Center. The report of the mediator is available at Flag “P”, from

which, it appears that the dispute has been resolved from the



process of the mediation. It appears that both the parties are ready to reside together and petitioner shall keep her with dignity and care. There is one more allegation that the petitioner will deposit Rs.40 lacs in the joint account of the petitioner and opposite party no.2 for social security of the parties and the amount shall be withdrawn only on the joint signatures of the parties or he will executed a sale of the land in the joint name of the petitioner and opposite party no.2 at Thana No. 348, Tauji No. 1613, Khata No. 199, Khasra No. 417, Rakba-18 Dhur, 10 Dhurki. They are amicably residing for six months. The parties will take steps for settlement of the case.

Learned counsel for the petitioner is present and he has admitted the above conditions. However, nobody appears on behalf of the opposite party no.2. Though the terms and conditions has been signed by both the parties as well as their respective lawyers.

Earlier the opposite party no.2 has not appeared and vide order dated 19.11.2019 case has been fixed for today.

Considering the facts, as stated above, let the petitioner, above named, surrender by 10.12.2019. On that day, he will be released on provisional bail for a period of six months on the satisfaction of the court below. During that period, he will



take steps for deposit of Rs.40 lacs in the joint account of petitioner and opposite party no.2 or execute a sale deed in the joint name. Apart from that after provisional bail, he will approach the opposite party no.2 to bring her back from her Maiké and keep her with dignity and care. After expiry of six months, both the parties shall appear before the learned court below and the court below shall verify about the execution of the sale deed or deposit the amount of Rs.40 lacs in the joint name and also verify about the marital relationship between the parties. Once the court below is satisfied with the conduct of both the parties and the above stated conditions, he will confirm the bail bonds of the petitioner.

It is also made clear that if such amount or the sale deed has not been executed in the joint name, the bail bonds of the petitioner shall be cancelled.

It is also made clear that if so done, both the parties are directed to co-operate each other for fulfillment of the conditions reached between them.

Let a copy of the mediator's report as well as memorandum of agreement be sent to the court below for needful.

With the aforesaid observations, this application is



disposed of.

(Vinod Kumar Sinha, J)

Sunil Shukla/-

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