

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.80658 of 2018

Arising Out of PS. Case No.-899 Year-2017 Thana- KHAGARIA COMPALINT CASE
District- Khagaria

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Diwakar Thakur, son of Lutan Thakur, Resident of Village- Mansi Tola,
Gouchhari, P.S.- Maheshkhut, District-Khagaria

... .. Petitioner

Versus

1. The State Of Bihar
2. Kalpana Devi, wife of Diwakar Thakur, D/o- Raj Kumar Thakur Resident of
Village- Jhandapur, P.S.- Bihpur, District - Bhagalpur

... .. Opposite Parties

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Appearance :

For the Petitioner/s : Mr.Praveen Kumar Agrawal

For the Opposite Party/s : Mr. Shyam Bihari Singh

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

4 15-07-2019 Petitioner seeks bail in anticipation of his arrest in

connection with Complaint Case No. 899(C) of 2017 instituted

for the offences punishable under Section 498A of the Indian

Penal Code and Sections 3/4 of the Dowry Prohibition Act.

On appearance of opposite party No.2 the matter was
referred to the Patna High Court Mediation and Conciliation
Centre vide order dated 15.4.2019 and the report of the
Mediator at Flag 'M' shows that the dispute between the parties
has been resolved in terms of memorandum of agreement and
both the parties came to the amicable settlement on the
following terms and conditions :

“1. That the total settlement amount of
Rs.1,60,000/- (Rupees one lakh sixty



thousand) has been agreed between the parties,
2. That the petitioner Diwakar Thakur, shall pay a sum of Rs.25,000/- (Rupees twenty five thousand) on or before 20th of July, 2019. Next instalment of Rs.25,000/- (Rupees twenty five thousand) shall be paid by the petitioner on or before 20th August, 2019.

3. That both parties shall jointly file matrimonial (Divorce) petition before the Principal Judge, Family Court, Bhagalpur under Section 13 (B) of the Hindu Marriage Act for grant of Decree of Divorce.

4. That rest amount of Rs.1,10,000/- (Rupees one lakh ten thousand) will be paid by the petitioner to the opposite party No.2 in three monthly instalment of Rs.27,500/- (Rupees twenty seven thousand five hundred) will be paid by 20.12.2019 to the opposite party No.2.

5. That all the payment shall be made through Demand Draft to be paid to the opposite party No.2 namely Kalpana Devi.

6. That after receiving of agreed amount of Rs.1,60,000/- (Rupees one lakh sixty thousand) the opposite party No.2 shall have no claim in any manner whatsoever against the petitioner.

7. That after receiving the total amount of Rs.1,60,000/- (Rupees one lakh sixty thousand) opposite party No.2/informant will withdraw/compromise his case against the petitioner Diwakar Thakur.

8. That the opposite party No.2 shall hand over the TVS sport Motorcycle bearing BR-10Q-8743 to the petitioner's brother namely Surendra Thakur on or before 20.8.2019.

9. That now there is no dispute of any type between the parties.

10. That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted the same.

11. That the petitioner has paid Rs.15,000/- (Rupees fifteen thousand) in cash to the opposite party No.2.



12. That in the above mentioned terms and conditions a settlement has been arrived at between the parties and both have signed in presence of their witnesses, who have also put their signature on this agreement.”

Both the parties have admitted the fact that the matter has been resolved on the terms and conditions as mentioned above.

Heard learned APP also.

In view of above facts and circumstances, this application is allowed and the provisional bail granted to the petitioner vide order dated 7.2.2019 is confirmed on the condition that petitioner shall abide by the terms and conditions as mutually agreed between the parties. At the same time, it is expected that opposite party No.2 shall also abide by the terms and conditions as mentioned above.

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

(Vinod Kumar Sinha, J)

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