

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.75207 of 2018**

Arising Out of PS. Case No.-935 Year-2017 Thana- NAWADAH COMPLAINT CASE
District- Nawada

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Pradeep Paswan S/o Late Mahendra Paswan, Resident of Village- Panchu
Bigha, P.S.- Hisua, District- Nawada.

... .. Petitioner/s

Versus

1. State Of Bihar
2. Nirmala Devi, D/o Anandi Paswan, Resident of Village- Gambhirpur, P.S.-
Waisaliganj, District- Nawada.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Sheo Kumar Prasad

For the Opposite Party/s : Mr.Sri Kumar Virendra Narayan

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

4 11-04-2019 Heard the parties.

This application, for grant of anticipatory bail, arises out of Complaint Case No. 935 of 2017, disclosing offences under Sections 498(A), 406, 307 of the Indian Penal Code and Section 3/4 of the Dowry Prohibition Act. Cognizance has been taken under Section 498(A) of the Indian Penal Code and Section 4 of the Dowry Prohibition Act.

Earlier on appearance of both sides, the matter was referred to Patna High Court Mediation and Conciliation Centre, Patna 20.02.2019 and the report of learned Mediator is also available on record, from which, it appears that Memorandum of Agreement was prepared and both the parties including their



counsel signed on the memorandum of agreement but later on O.P. No. 2 submitted an application that the petitioner did not take the opposite party no. 2 at his home and, therefore, the dispute could not be resolved between the parties through process of Mediation.

Submission of learned counsel for the petitioner is that he is ready to keep the opposite party no. 2 with full honour and dignity as a wife in Delhi, where he earns his livelihood and not in the village, as there is regular interference from the in-laws of the opposite party no. 2, which is causing difficulty in their matrimonial life. However, after some argument, he agreed to abide by terms and condition mentioned in the Memorandum of Agreement.

Learned counsel for the complainant-opposite party no. 2 submitted that she is also ready to abide by terms and condition of the memorandum of agreement.

Having heard both sides, considering the facts and circumstances of the case, this application is disposed of with direction to the petitioner to surrender before the court below within six weeks and on his surrender the court below shall release the petitioner on bail on furnishing bail bond of Rs. 25,000/- (Rupees Twenty five Thousand) each with two sureties



of the like amount each to his own satisfaction, in connection with Complaint Case No. 935 of 2017, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

It is made clear that petitioner shall abide by the terms and condition mentioned in the memorandum of agreement and take her wife with himself to his home and will stay there for three months and after three months complainant-opposite party no. 2 shall go with the petitioner to Delhi at his place of work and live there. It is also made clear that the in-laws of the complainant-opposite party no. 2 will not make regular interference in the matrimonial life of petitioner and complainant – opposite party no. 2. If the petitioner fails to abide by the memorandum of agreement, complainant – opposite party no. 2 will be at liberty to move for cancellation of bail bonds of the petitioner.

(Vinod Kumar Sinha, J)

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