

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.57291 of 2019**

Arising Out of PS. Case No.-2269 Year-2015 Thana- BEGUSARAI COMPLAINT CASE
District- Begusarai

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SANJEEV KUMAR S/o Ramanand Singh R/o village- Raghunandanpur, P.S.-
Bhagwanpur, District- Begusarai

... .. Petitioner

Versus

1. The State of Bihar
2. Sangeeta Kumari W/o Sanjeev Kumar R/o village- Raghunandanpur, P.S.-
Bhagwanpur, District- Begusarai

... .. Opposite Parties

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Appearance :

For the Petitioner/s : Mr. Manoj Kumar Singh
For the Opposite Party/s : Mr. Atul Chandra

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**CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER**

6 05-03-2020 Heard learned counsel for the petitioner, learned
counsel for the O.P. no.2 and learned APP for the State.

The instant application for anticipatory bail has been
filed by the petitioner apprehending his arrest in connection
with Complaint Case No.2269C of 2015, registered for the
offence punishable under sections 498A, 494, 379 and 504 of
the Indian Penal Code.

In this case, arising from a Complaint lodged under
section 498A of the Indian Penal Code, by order dated
20.11.2019 the matter was referred to the Patna High Court
Mediation Centre, where both the petitioner as well as the O.P.
no.2 appeared. The report dated 19.12.2019 of the Mediator has



been received enclosing with an agreement signed by both the petitioner as well as the O.P. no.2 along with both their Advocates. As per the terms of the agreement, it was agreed between the parties that the petitioner will hand over a sum of Rs.1.75 lacs by way of Bank Draft to the O.P. no.2 and the O.P. no.2 will co-operate in the Court for the parties to get a decree of divorce. For ready reference the terms of the agreement arrived at between the parties is being quoted herein:-

“Both the parties appeared in the Mediation Proceeding along with their Advocates and ready to resolve the dispute through the Mediation Proceeding on the following terms and conditions:-

1. That after great persuasion both the parties agreed to live separately and for this the petitioner offered to pay Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) as full and final settlement amount to the Opposite Party No.2 (Sangeeta Kumari). Opposite Party No.2 accepted the offer and gave her consent. After payment of the aforesaid amount Begusarai Complaint Case No.2269 of 2015 pending in the learned Court below and Maintenance Case No.106 M of 2015 pending in the Court of Principal Judge, Family Court, Begusarai shall be withdrawn by the Opposite Party No.2. It has been agreed between the parties that the petitioner (First Party) will handover the Bank Draft of Rs.1,75,000/-



(Rupees One Lakh Seventy Five Thousand) on 28.02.2020.

2. That a divorce case no. 95 of 2014 has been filed by the petitioner, pending the Court of Principal Judge, Family Court, Begusarai in which the Opposite Party No.2 has already appeared and Opposite Party No.2 will co-operate in the Court to get the decree of divorce between the parties.

3. This settlement shall be full and final settlement and no party shall claim in future against each other.

4. That the above contents of the agreement have been read over and explained to us in Hindi which are fully understood and accepted there upon.

5. That in the above terms and conditions a settlement has been arrived at between the parties and both have signed/L.T.I. in presence of their learned counsels, who have also put their signature on this agreement.”

It is submitted by learned counsel for the petitioner that as per the terms of the agreement, he has brought a Demand Draft for a sum of Rs.1.75 lacs drawn in favour of the O.P. no.2 namely, Sangeeta Kumari, drawn on the State Bank of India, Chandni Chowk, Bihat Branch bearing no. 905554 dated 26.02.2020. Let the said original Demand Draft be handed over to learned counsel for the O.P. no.2, who shall receive the same



on behalf of the O.P. no.2.

Having heard learned counsel for the parties and taking into consideration the agreement dated 19.12.2019 arrived at between the parties and which has been quoted herein-above together with the payment of aforesaid sum of Rs. 1.75 lacs, this Court is inclined to enlarge the petitioner on bail. The petitioner is directed to surrender in the Court below within a period of six weeks from today and in the event of his arrest or surrender in connection with Complaint Case No.2269C of 2015, he will be enlarged on bail on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned A.C.J.M., Teghra, Begusarai subject to the condition as laid down under section 438(2) of the Cr.P.C.

(Partha Sarthy, J.)

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