

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65469 of 2019

Arising Out of PS. Case No.-222 Year-2019 Thana- SHRIKRISHNAPURI District- Patna

DR. RAJAN RAJ @ DR. RAJAN Son of Virendra Kumar Srivastava @
Birendra Prasad Resident of Village - Kagzi Mohalla, P.S.- Siwan Town,
Distt.- Siwan.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. Madhumita Rai D/o Bijan Kumar Rai, W/o Dr. Rajan Raj, Resident of Village - Pandapara Road, P.S.- Kotwali, Dist.- Jalpaiguri, State - West Bengal, at present residing at Flat No.503, Maa Bhagwati Complex, Boring Rd. Intersection, P.S.- Sri Krishnapuri, Distt.- Patna.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Prashant Kumar, Adv.
For the State	:	Mrs. Anita Kumari Singh, APP
For the Informant	:	Mr. Sunil Kumar Verma, Adv. Mr. Suman Kumar Verma, Adv.

CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

4 06-03-2020 Heard the learned counsel for the petitioner, the learned APP for the State and the learned counsel for the Opposite Party No.2.

The petitioner apprehends his arrest in connection with Sri Krishna Puri P.S. Case No. 222 of 2019 for the offence punishable under Sections 420, 498A/34 of the Indian Penal Code and Sections 3/ 4 of Dowry Prohibition Act.

The learned counsel for the petitioner and the learned counsel for the Opposite Party No.2 have jointly submitted that the matrimonial dispute in question has been amicably settled and the Memorandum of Agreement dated 05.03.2020, signed by both the parties, is being filed along with a supplementary



affidavit, which has been signed by the full brother of the petitioner and the opposite party no.2 and their affidavits have also been attached with the said supplementary affidavit.

It would be appropriate to enumerate the terms and conditions, being part of the agreement dated 05.03.2020, herein below:-

“Memorandum of Agreement

The petitioner, namely, Dr. Rajan Raj @ Dr. Rajan of Vide Cr. Misc. No. 65469/2019 (A.Bail) and Opp. Party No. 2 (Madhumita Roy) have sought to bury their matrimonial dispute/ discord and move ahead in life by taking recourse to mutually acceptable terms and conditions forming the foundation of the settlement between the parties which are as under:-

- “1. That both the petitioner and Opp. Party No. 2 vide Cr. Misc. No. 65469/2019 have out of their free will and mutual consent and concurrence decided to put an end to the ongoing matrimonial dispute in the interest of their life and future.
2. That the petitioner, namely, Dr. Rajan Raj @ Dr. Rajan, husband of Madhumita Roy (Opp. Party No. 2 herein) has decided to pay a sum of Rs. 4,00,000/- (Four Lakhs) in favour of Opp. Party No. 2 in the nature of one time permanent settlement amount to which the opp. Party No.2 is agreeable to.
3. That the said settlement amount in the sum of Rs. 4,00,000/- shall be deposited in the bank account standing in the name of Opp. Party No. 2 by way of Bank Draft/ RTGS/ NEFT within a period of four weeks from today the account number of Opp. Party No.2 is 914010031104222 of Axis Bank.



4. That the petitioner, Dr. Rajan Raj (husband) has further agreed to return back and handover golden necklace and golden earning set to the Opp. Party No. 2 which was gifted to the Opp. Party No.2 by her parents at the time of marriage and the same lies with the petitioner and the said jewellery shall be handed over to the Opp. Party No.2 in the court below accepting the bail bond on or before the date of furnishing of bail bond by the petitioner giving due notice/ information either to the Opp. Party No.2 or her counsel.

5. That the Opp. Party No.2 shall vacate the rented accommodation situated at Boring Road Chauraha, Patna under Maa Bhagwati Complex, Flat No. 503, which is said to be under tenancy of Dr. Rajan Raj @ Dr. Rajan and the rent thereof is paid by him, within four weeks after the full payment of the settlement amount in question in favour of Opp. Party No.2.

6. That both the petitioner and Opp. Party No.2 have agreed and decided in mutual interest to file a divorce case before the competent family court at Patna in terms of Section-13(B) of the Hindu Marriage Act to seek dissolution of marriage and decree of divorce by way of mutual consent within a period of two weeks subsequent to full payment of the settlement amount.

7. That both the parties further undertake to withdraw cases, civil and criminal in nature, if any, pending against each other after filing of the divorce petition at Patna under Section- 13(B) of the Hindu Marriage Act.

8. That both the parties mutually agree that they will not raise any demand whether monetary or otherwise from each other in any proceeding whether civil, criminal or otherwise emanating from or relating to the matrimonial relationship between the parties”.



The learned counsels for the parties have submitted that the petitioner and the Opposite Party No. 2 undertake to adhere to the terms and conditions of the aforesaid agreement dated 05.03.2020. In such view of the matter, the learned counsel for the Opposite Party No.2 submits that the Opposite Party No.2 has got no objection in case the petitioner is granted anticipatory bail.

Having regard to the facts and circumstances of the case and considering the fact that the matrimonial dispute has been settled amicably in terms of the aforesaid agreement dated 05.03.2020, I deem it fit and proper to direct for release of the petitioner on anticipatory bail subject to the petitioner depositing a sum of Rs. 4,00,000/-, as aforesaid, in the account of the Opposite Party No.2 as also subject to the petitioner handing over jewellery, as aforesaid, to the Opposite Party No.2, before the learned court below and further subject to such conditions, as may be deemed fit and proper to be imposed by the learned court of ACJM, Patna in connection with Sri Krishna Puri P.S. Case No. 222 of 2019.

It is needless to state that it would be open to the parties to approach this Court in case of non-compliance of the terms and conditions of the aforesaid agreement dated



05.03.2020.

The present petition stands disposed of on the
aforesaid terms.

(Mohit Kumar Shah, J)

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