

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No. 78782 of 2019

Arising Out of PS Case No.-187 Year-2019 Thana- KARAGAHAR District- Rohtas

Ramanand Singh, aged about 27 years, Male, Son of Pramod Singh, Resident of Village - Rupī, P.S.- Dinara, District- Rohtas at Sasaram.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Nandini, aged about 22 years, Wife of Ramanand Singh, Daughter of Om Prakash Singh, Resident of Village - Rupī, P.S.- Dinara, District- Rohtas at Sasaram. At Present Address Resident of Village Karagahar, P.S.- Karagahar, District- Rohtas at Sasaram.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Ashok Kumar Pandey, Advocate
For the State	:	Mr. Binod Kumar No. 3, APP
For the Opposite Party No. 2	:	Mr. Rajesh Kumar Chaubey, Advocate
Mediator	:	Mr. Amarendra Narayan, Advocate

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN
AMANULLAH

ORAL JUDGMENT

Date : 27-11-2020

The matter has been heard *via* video conferencing due to circumstances prevailing on account of the COVID-19 pandemic.

2. Heard Mr. Ashok Kumar Pandey, learned counsel for the petitioner; Mr. Binod Kumar No. 3, learned Additional Public Prosecutor for the State (APP); Mr. Rajesh Kumar Chaubey, learned counsel for opposite party no. 2 and Mr. Amarendra Narayan, learned Mediator.



3. In terms of order dated 12.10.2020, the petitioner and the opposite party no. 2 were required to file affidavit in terms of order dated 08.09.2020. The same has not been done. On a query of the Court, no reason is forthcoming.

4. The Court records its displeasure at such conduct of the parties as it indicates that they are casual in proceedings before the Court without having any sense of responsibility or duty.

5. Be that as it may, Mr. Amarendra Narayan, learned Mediator, who has also joined the proceeding at the request of the Court, submitted that mediation has been successful and the parties have settled the issue in terms of the signed Memorandum of Agreement. He submitted that he has brought the report and the Memorandum of Agreement before the Court.

6. The Court deems it appropriate to reproduce the Memorandum of Agreement which reads as under:

“An agreement made on this 22-11-2020 at Mediator’s Office at Rajendra Nagar, Patna between Between:-

1. Ramanand Singh, S/O- Late Pramod Singh, Resident of Village-Rupi, P.S.-Dinara, District-Rohtas at Sasaram (1st Party)

2. Smt. Nandani, W/O- Sri Ramanand Singh, D/O- Sri Om Prakash Singh, Resident of Village-Rupi, P.S.- Dinara, District- Rohtas at Sasaram, at present resident of Village-Karagahar, P.S.- Karagahar, District- Rohtas at Sasaram. (2nd Party):-

Above referred both the parties to the case-namely (Sri Ramanand Singh and Smt.



Nandani), participated in the Hon'ble Court referred Mediation for settlement of their disputes arising out of their marriage and consequential Karaghar PS case no. 187 of 2019, pending in the Court of learned ACJM iii Rohtas, along with their Ld. Counsels who identified them before mediation proceeding.

In course of Mediation both the parties arrived to a conclusion that they could not maintain their conjugal relationship in healthy atmosphere and they finally decided to dissolve their marriage for better future life and they wanted to end their disputes and pending cases through this compromise agreement on the following terms and conditions:-

(I) Both the parties have decided to dissolve their marriage on mutual consent for which they will file joint application before the Principal Judge, Family Court, Rohtas at Sasaram under section 13 B of Hindu marriage Act, to get a final decree of dissolution of marriage. It is agreed that both the parties will file such joint petition within 45 days from today and they will present themselves also before the court on the day settled by them for filing it. They further undertake to appear in the court at their own expenses on the day fixed till final decree of dissolution of marriage is awarded.

(ii) The 1st Party by way of interim maintenance, or other maintenance and alimony will pay one time settled amount of Rs. 4,50,000/- (Rupees four Lakh Fifty Thousand only) to the second party Ms Nandani. This amount will be the final amount and the second party will have no right to demand any other additional amount for dissolution of marriage or future maintenance etc.

(iii) Out of the settled amount of Rs. 4,50,000/-, a cheque of rupees one lakh is being paid to Ms Nandani vide crossed cheque no. 643727-821024717 dated 22.11.2020 issued in favour. Ms Nandani and is handed over to her who will get it encased in her account.

(iv) For the payment of the remaining amount, Sri Ramanand Singh is agreeable to pay it after one month and on amicable settlement has issued crossed cheque of Rs. 3,50,000,- in favour of



Ms Nandani vide cheque No. 643729-821024717 of Punjab National Bank Usraon, Branch with a condition that this cheque should be presented for encashment after one month i.e. after 23.12.2020.

(v) Both the parties have exchanged the ornaments and other articles belonging and have issued receipts in that favour. The parties after taking those ornaments and articles have issued receipts also.

(vi) Both the parties clarify that no ornament or other article lies in possession of other party and it is agreed that no party will claim for exchange of any article not mentioned in the list.

(vii) Both the parties undertake to withdraw all cases filed against one and another's Nandani will be file compromise petition for withdrawal of Karaghar PS case No. 187 of 2019 pending in the court of ACJM-III Rohtas at Sasaram and she will pray withdrawal of the case. Sri Ramanand Sing also undertakes to withdraw Matrimonial case no. 67/19 filed by him against Ms Nandani for restitution of Conjugal rights, pending in the court of Principal Judge family court Rohtas, at Sasaram.

(viii) Both the parties undertake that above terms of agreement will be obeyed by them in letters and spirit and in case the cheque of Rs. 350000/- is not honoured or the First party will be held responsible for it and this agreement will be null and void.

(ix) Both parties hence forth will not keep any relationship other than the acts to be carried in terms of the agreement.

(x) Both the parties have gone through the above terms and conditions of the agreement mentioned above and have understood its contents properly, which have been explained to them by their Learned Counsels also and having found the terms and conditions of this agreement as per their wish and desire they have put their signature herein below and acknowledge its terms."



7. Learned counsel for the opposite party no. 2 does not dispute the position.

8. In view thereof, the Court is inclined to allow the prayer of the petitioner.

9. Accordingly, in the event of arrest or surrender before the Court below within six weeks from today, the petitioner be released on bail upon furnishing bail bonds of Rs. 25,000/- (twenty five thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate-III, Rohtas at Sasaram in Karghar PS Case No. 187 of 2019, subject to the conditions laid down in Section 438(2) of the Code of Criminal Procedure, 1973.

10. Upon the petitioner appearing before the Court below, he shall file an affidavit before the Court bringing on record the Memorandum of Agreement between the parties dated 22.11.2020. The terms and conditions of the agreement shall be part of the conditions for grant of anticipatory bail to the petitioner in the present case. If there is any violation of any of the terms, including the time schedule indicated, the same shall be sufficient for cancellation of the bail bonds of the petitioner and it would be deemed that the present application has been dismissed.



11. The Court records its appreciation for the efforts of Mr. Amarendra Narayan, learned Mediator, for successfully conducting the mediation.

(Ahsanuddin Amanullah, J.)

P. Kumar/Anand Kr.

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