

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.30216 of 2019**

Arising Out of PS. Case No.-441 Year-2018 Thana- KATIHAR COMPLAINT CASE
District- Katihar

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ROHIT SINGH Son of Dudh Nath Singh Resident of Chak Babura, A.D.A.,
Colony, Near Bal Bharti Inter College, P.O. and P.S.- Naini, Distt - Allahabad

... .. Petitioner/s

Versus

1. The State of Bihar
2. Shivani Singh Wife of Rohit Singh, D/o Navin Kumar Resident of Village -
Naya Tola, Jurabganj, P.S.- Korha, Distt - Katihar, Permanently at Chak
Babura, A.D.A. Colony, Near, Bal Bharti Inter College, P.O. and P.S.- Naini,
Distt - Allahabd (U.P.)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Harish Chandra Patel
For the Opposite Party/s	:	Mr.Ganesh Prasad Singh
For the O.P. No. 2	:	Mrs. Rasika, Adv.

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**CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
ORAL ORDER**

10 24-03-2022 Heard the counsel for the petitioner and the counsel
for O.P. No. 2.

It has been submitted that the matter has been
resolved between the parties.

The report of the mediator is at flag “D”. Following
are the terms of settlement between the parties:-

Patna High Court Mediation Centre

Memorandum of Agreement

Mediation Proceeding No. 782 of 2019

(Arising out of Cr. Misc. No. 30216 of 2019)



An agreement made on 03.03.2020 at the High Court Patna Mediation Centre, between, Rohit Singh, Son of Dudh Nath Singh, resident of Chak Babura, A.D.A., Colony, Near Bal Bharti Inter College, P.O. and P.S. Naini, District-Allahabad.

...Petitioner (First Party)

And

Shivani Singh, wife of Rohit Singh, D/O Navin Kumar, resident of Village-Naya Tola, Jurabgani, P.S. Korha, District-Katihar, permanently at Chak Babura, A.D.A., Colony., Near Bal Bharti Inter College, P.O. and P.S. Naini, District-Allahabad (U.P.).

....Opposite Party No. 2 (Second Party).

Both the parties appeared in the Mediation Proceeding alongwith 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.1,50,000/- (Rupees One Lac Fifty Thousand Only) as full and final one time settlement amount to the opposite party No. 2 within the period of two months from today. Opposite Party No.2 accepted the offer and gave her consent. After payment of the aforesaid amount, Complaint Case No. 441 of 2018 pending in the Court of C.J.M., Katihar, and Maintenance Case pending in the court of learned Principal



Judge, Katihar, shall be withdrawn by the opposite party no. 2. The petitioner shall pay the aforesaid amount i.e., Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) to Opposite Party No. 2 within two months from today through Demand Draft/Cash Transfer in the account of Opposite Party No. 2. This settlement shall be full and final settlement and no party shall claim in future against each other. That both the parties agreed to file mutual consent divorce case under Section 13(B) of Hindu Marriage Act, 1955, before the Principal Judge, Family Court, Katihar, after that both the parties are free to lead their life as per their own will. That the above contents of the agreement have been read over and explained to us in Hindi which have been fully understood and accepted there upon. That in the above terms and conditions, a settlement has been arrived at between the parties and both have signed in presence of their learned counsel, who have also put their signature on this agreement.

Sd/-	Sd/-
(Rohit Singh)	(Shivani Singh)
Signature of the petitioner	Signature of the opposite
Date-03-03-2020	Date-03-03-2020

Sd/-
(Rasika)

E. No. BR/1281/18



Signature of the petitioner,	Signature of the O.P. No. 2
Advocate	Advocate
A.O.R. No.-	A.O.R. No.-
Date- 03.03.2020.	Date- 03.03.2020.

Considering the aforesaid facts and circumstances, the provisional anticipatory bail granted to the petitioner by order dated 08-05-2019, passed by a coordinate bench of this court, is hereby confirmed.

(Sudhir Singh, J)

A.K.V.//-

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