

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.40350 of 2015

Arising Out of PS. Case No.-345 Year-2014 Thana- GAYA COMPLAINT CASE District-
Gaya

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Hemant Das @ Hemant Kumar Das S/o Awdhesh Kumar Das Managing
Director M/s naturals Dairy Private Ltd., Resident of Mohalla White House
Apartment, Flat No. 501, Budhamarg, Police Station Kotwali, District Patna,
Bihar.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary Department of Law and
Justice, Government of Bihar
2. Suraj Kumar, S/o Shatrughna Prasad, Resident of Mohalla-Rajendra
Ashram, Gupta Gali, Police Station Civil Lines, District Gaya, Bihar.

... .. Opposite Parties

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Appearance :

For the Petitioner/s	:	Mr. Gajendra Pratap Singh, Advocate
For the Opposite Party/s	:	Mr. Ram Sumiran Rai, APP
For Opp. Party No.2	:	Mr. Shailesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

7 18-04-2023 This application has been filed for quashing of the

order dated 13.08.2014 passed by learned Judicial Magistrate,

1st Class, Gaya, in Complaint Case No. 345 of 2014, by which

the learned Magistrate has held that prima facie case for the

offence under Section 406 of the Indian Penal Code and under

Section 138 of the Negotiable Instrument Act is made out

against the petitioner and ordered for issuance of

summons/process against the accused/petitioner.

In this case, a supplementary counter affidavit has

been filed by opposite party no.2 wherein it has been averred



that both the have settled their dispute amicably. Paragraph nos. 4, 5 and 6 of the aforesaid supplementary counter affidavit read as under:-

- “4. That it is submitted that the opposite party no.2 accepts the offer made by the petitioner and ready to settle the dispute with condition of payment of Rs.10,00,000/- (rupees ten lacs) to opposite party no.2.*
- 5. That it is also made clear that after payment of consideration amount of Rs.10,00,000/- (Rupees ten lacs) the opposite party no.2 would have no further grievance from the petitioner and will not pursue the case further against the petitioner.*
- 6. That it is notable here that since the petitioner has undertaken by way of para no. 6 and 7 of 2nd supplementary affidavit that he will pay demand draft of Rs.2,00,000/- (Rupees two lacs) to the opposite party no.2 at the present and remaining amount of Rs.8,00,000/- (Rupees Eight Lacs) will be paid to the opposite party no.2 in five monthly installments accordingly the last installment of Rs.2,00,000/- (Rupees Two Lacs) will be paid on 30.09.2023 and under the aforesaid circumstances the opposite party no.2 request the Hon'ble Court to put up this case after 30.09.2023 when the Hon'ble court may pass the final order in the matter.”*

In terms of the compromise, today a demand draft



of Rs.2,00,000/- has been handed over to learned counsel for the opposite party no.2 by learned counsel for the petitioner.

In view of the compromise arrived at between the parties, this application is allowed.

Accordingly, the complaint case no.345 of 2014 registered for the offence under Sections 420, 406 and 504 of the Indian Penal Code and under Section 138 of the Negotiable Instruments Act and all other consequential proceedings arising out of the aforesaid complaint case including the order dated 13.08.2014 passed by learned Judicial Magistrate, 1st Class, Gaya, in Complaint Case No. 345 of 2014 are hereby quashed and set aside.

The parties are directed to abide by the terms of the aforesaid compromise arrived at between the parties.

In case any of the terms of the compromise is violated by the petitioner, the opposite party no.2 will be at liberty to file an Interlocutory Application for revival of this case.

(Sandeep Kumar, J)

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