

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.71653 of 2022**

Arising Out of PS. Case No.-154 Year-2019 Thana- SAHARSA COMPLAINT CASE
District- Saharsa

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Satyam Gandhi, S/O Nand Kishor Prasad, Resident of village- Batardiha,
P.S.- Bithan and District- Samastipur.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Preeti Kumari, D/o Vashistha Narayan Poddar, W/o Satyam Gandhi,
Resident Of Village- Bariyahi Bazar, P.S.- Bangaon, District- Saharsa.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Sanjeev Verma, Advocate

For the Opposite Party/s : Mr. Umanath Mishra, APP

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CORAM: HONOURABLE MR. JUSTICE SUNIL DUTTA MISHRA
ORAL ORDER

4 15-09-2023 The previous order dated 08.09.2023 has been

wrongly typed in this case due to inadvertence as the said order

was to be typed in another case. Therefore, the correct order

dated 08.09.2023 in this case be read as under:

2. Heard learned counsel for the petitioner and learned

Additional Public Prosecutor for the State.

3. The petitioner apprehends his arrest in connection

with Complaint Case No. 154-C of 2019 under Section 498 A of

the Indian Penal Code.

4. According to the prosecution story, the complainant

was married with the petitioner on 24.11.2014 as per Hindu

Rites and Customs and they have blessed with a girl child. The



allegation against the petitioner is that complainant has been assaulted for fulfillment of demand of dowry and ousted her from the matrimonial home. It is also alleged that he has extra-marital relations and on objection, threaten to take divorce.

5. On request on behalf of the parties, the case was referred to Mediation and Conciliation Centre, Patna High Court where as per the Mediator's report dated 09.08.2023, the dispute between the parties has been resolved through the process of Mediation on the terms of settlement mutually agreed upon by them, the copy of settlement duly signed by the parties and their counsel has been filed on record.

6. Learned counsel for the petitioner submits that the petitioner is ready to abide by the terms of the agreement dated 09.08.2023 and undertakes to keep his wife and child with full honour and dignity and fulfill the requirement of their child as per his income and also undertakes to make payment of total Rs. 8,000/- per month to the informant for her maintenance and maintenance for their minor daughter subject to any order with respect to such maintenance in maintenance proceeding, if any, and such payment shall be adjusted / deducted accordingly. The petitioner undertakes to make payment of the aforesaid amount regularly.



7. Learned APP as well as the learned counsel for the respondent no. 2 have conceded the aforesaid facts of agreement and have no objection on grant of anticipatory bail to the petitioner.

8. In view of the facts and circumstances of the case and submissions of learned counsel for the parties, let the petitioner, above named, in the event of his arrest or surrender before the Court below within a period of thirty days from the date of receipt of the order, be released on bail on furnishing bail bonds of Rs. 10,000/- (rupees ten thousand) each with two sureties of the like amount each to the satisfaction of the concerned Court where the case is pending in connection with Complaint Case No. 154- C of 2019, subject to the conditions as laid down under Section 438 (2) of the Code of Criminal Procedure and on further condition that:

(i) Petitioner shall comply the undertaking stated in para 6 of this order.

(ii) Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the Court and shall remain physically present as directed by the Court.

(iii) In case of absence on two consecutive dates without sufficient reason or if the petitioner misuse the liberty or



violate any of the above conditions imposed upon him his bail
bond will be liable to be cancelled by the Court concerned.

9. The order dated 08.09.2023 is modified to the
above extent.

(Sunil Dutta Mishra, J)

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