

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.6594 of 2024

Arising Out of PS. Case No.-31 Year-2023 Thana- MAHILA P.S. District- Araria

Md. Jashim, S/O- Wasikur Rahaman, R/O- Village- Bhelaganj, Ward No.- 9
P.S.- Jokihat, Dist.- Araria

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Raunak, D/O- Wajed Alam R/O- Village- Satghara, Ward No.- 6, P.S.-
Jokihat, Dist.- Araria

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Gopal Kumar Jha, Advocate
For the State	:	Mr.Sanjay Kumar, APP
For O.P.No.2	:	Md. Ziaul Quamar, Advocate

CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL ORDER

3 09-04-2024 In terms of previous order dated 22.02.2024, a report dated 28.03.2024 has been received from the learned Mediator wherein he has submitted that dispute between the parties has been resolved through the process of mediation and the terms of settlement has been annexed with the report.

2. From the terms and conditions of settlement, it appears that the parties have agreed to live separately and Rs.6,11,000/- has been settled as full and final settlement to be paid by the petitioner to the opposite party no.2.

3. Heard learned counsel for the petitioner, learned APP for the State and learned counsel for the opposite party no.2.



4. In the present case, the petitioner is apprehending his arrest in connection with Mahila P.S. Case No. 31 of 2023 registered for the alleged offences under Sections 341, 323, 313, 498(A), 504, 506/34 of the Indian Penal Code and Section $\frac{3}{4}$ of the Dowry Prohibition Act.

5. As per prosecution case, the petitioner is the husband of opposite party no.2 and there is allegation against the petitioner that he and his family members used to torture and treat the opposite party no.2/informant of this case with cruelty and further used to torture her for non-fulfillment of their demand of Rs. 5 lacs and a four wheeler.

6. The learned counsel for the petitioner submits that the petitioner has been falsely implicated in this case and no occurrence as alleged has ever taken place. Now the parties have settled their dispute and the petitioner will make payment in terms of settlement arrived at between the parties before the learned Mediator.

7. Learned APP as well as learned counsel appearing on behalf of the opposite party no.2 admit the factum of settlement. The learned counsel for the opposite party no.2 submits that the petitioner may resile for settlement, if no conditions are imposed upon him.



8. Since the petitioner and the opposite party no.2 have arrived at a settlement before the learned Mediator at the instance of this Court, which sent the matter for resolution of marital dispute, it is expected that the petitioner will abide by the terms and conditions of settlement.

9. Accordingly, let the petitioner, above named, in the event of his arrest or surrender before the court concerned within a period of eight weeks from today, be released on **provisional anticipatory bail**, on furnishing bail bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-V, Araria, in connection with Mahila P.S. Case No. 31 of 2023, subject to the condition that **he will pay first installment of Rs.3,00,000/- to the opposite party no.2 at the time of furnishing his bail bond in terms of clause 2 (A) of the settlement** and further subject to the conditions mentioned in Section 438(2) of the Cr.P.C. and the following conditions:

- (i) One of the bailors will be a close relative of the petitioner.
- (ii) The petitioner will remain present on each and every date fixed by the court below, if so required by the learned trial court.



10. Further, the second installment of Rs. 3,11,000/- will be paid by the petitioner to the opposite party no.2 within four months from the date of furnishing bail bond before the learned trial court, in terms of clause 2 (B) of the settlement.

11. If the second installment of Rs. 3,11,000 is paid by the petitioner to the opposite party no.2 within the stipulated period as stated hereinabove, the court below would make the provisional bail absolute. In failure to deposit the same within the aforesaid period, the provisional anticipatory bail granted to the petitioner will be treated to have been cancelled.

(Arun Kumar Jha, J)

V.K.Pandey/-

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