

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.57331 of 2024

Arising Out of PS. Case No.-607 Year-2023 Thana- NAWADAH COMPLAINT CASE
District- Nawada

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Indra Chauhan @ Indal Chauhan @ Indal Kumar, aged about 23 years,
Gender- Male, son of Shivshankar Chauhan, resident of Village- Motnaje,
P.S.- Muffasil, District- Nawada

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rani Kumari, aged about 19 years, Gender- Female, wife of Indra Chauhan
@ Indal Chauhan, D/o- Ram Bhajan Chauhan, resident of Village-
Chandwara, PS- Meskaur Dist- Nawada

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Manmohan Kumar, Advocate
For the State	:	Ms. Meena Singh, APP
For the OP No.2	:	Mr. Tribhuwan Narayan, Advocate

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CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

3 16-12-2024 Heard learned counsel for the petitioner, learned

Additional Public Prosecutor for the State as well as learned

counsel for the opposite party no.2.

2. The petitioner apprehends arrest in connection with

Nawada Complaint Case No.607 of 2023 dated 18.05.2023,

instituted under Sections 498-A of the Indian Penal Code and

Section 4 of the Dowry Prohibition Act.

3. The allegation against the petitioner, who is the

husband of the complainant, is of demanding dowry.

4. Learned counsel for the petitioner submits that by

order dated 11.09.2024, the matter was referred to Mediation



and the dispute has been resolved through the process of mediation. The parties have agreed for one time settlement.

5. The report of the Mediator is kept at flag- 'A'. Both the parties have agreed to resolve the dispute amicably. The terms and conditions upon which both the parties have agreed before the Mediator are quoted below:

“Both the parties appeared in the Mediation Proceeding along with 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 settle the dispute and for this the petitioner offered to pay sum of Rs. 3,00,000/- (Rupees Three Lakh Only) as full and final settlement amount to the Opposite party No.2 for the dispute running between them. The Opposite party No.2 accepted the offer and gave her consent.

2. That out of Rs. 3,00,000/- (Rupees Three Lakh), today petitioner handed over Bank Draft of Rs.1,00,000/- (Rupees One Lakh) bearing Bank Draft No.394989, dated 28.10.2024 issued by State Bank of India to the opposite party No.2.

3. That remaining Rs.2,00,000/- (Rupees Two Lakh) shall be paid in two instalments i.e. first instalment of Rs.1,00,000/- (Rupees One Lakh) shall be paid by the petitioner to opposite party No.2 at the date and time of filing mutual divorce petition before the Ld. Principal Judge, Family Court, Nawada and withdrawal of Nawada Complaint Case No.607 of 2023 pending before court below and Maintenance Case No.12 of 2024 pending before Ld. Principal Judge, Family Court, Nawada.

4. That the petitioner shall make payment of last instalment of Rs.1,00,000/- (Rupees One Lakh) on the date of decree for divorce.

5. That both parties are agreed to withdraw their all the cases pending between the both parties.



6. That opposite party No. 2 is ready to return the ornaments given by the petitioner and petitioner is also ready to return all articles given by the parent of the opposite party No. 2 at the time of filing of joint mutual divorce petition.

7. That both the parties agreed that this settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

8. That both the parties agreed that any case filed against each other shall be withdrawn by each of the party.

9. 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.

10 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 counsels, who have also put their signature on this agreement.”

6. Learned APP as well as learned counsel for the opposite party no. 2 submits that the petitioner may be granted bail subject to fulfillment of terms and conditions agreed upon between the parties.

7. Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, 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. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Sub Divisional Judicial Magistrate, Nawada, in Complaint Case No.607 of 2023, subject to the conditions laid down in Section



438(2) of the Code of Criminal Procedure, 1973. The parties are directed to adhere to the terms and conditions as agreed upon between them.

8. The application stands allowed.

(Khatim Reza, J)

J. Alam/-

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