

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58718 of 2023

Arising Out of PS. Case No.-211 Year-2022 Thana- SITAMARHI COMPLAINT CASE
District- Sitamarhi

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1. POONAM DEVI WIFE OF RAJESH KUMAR RAI RESIDENT OF VILLAGE- UPHAROULIA, PO- BARAHI, PS- RIGA, DISTT- SITAMARHI
 2. RAJESH KUMAR RAI SON OF RAM GORAKH RAI RESIDENT OF VILLAGE- UPHAROULIA, PO- BARAHI, PS- RIGA, DISTT- SITAMARHI

... .. Petitioner/s

Versus

1. The State of Bihar BIHAR
2. DR. RAM VILASH THAKUR SON OF LATE TAPSI THAKUR RESIDENT OF VILLAGE- RAJOPATTI SAHU CHOWK, DUMRA ROAD, PS- SITAMARHI, DISTT- SITAMARHI

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Virendra Kumar
For the Opposite Party/s :	Mr.Arun Kumar Pandey
	Mr. Vivek Anand Amritesh

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

6. 10-07-2024 Heard learned counsel for the petitioner, State and complainant / opposite party no. 2.

2. The petitioners apprehend their arrest in a complaint case punishable for the offence under Section 406 of the Indian Penal Code and Section 138 of the Negotiable Instrument Act.

3. At the outset, learned counsel for both the parties submit that the dispute between the parties has been settled amicably through the process of mediation.



4. Here, it is relevant to mention that earlier, vide order dated 07.03.2024, with consent of the parties, the matter was referred to Mediation & Conciliation Centre of Patna High Court to explore the possibility of settlement between the parties, which has been resolved, vide report of the Mediator dated 22.05.2024, kept at flag 'M'.

5. By filing supplementary affidavit, learned counsel for the petitioner submits that as per terms & conditions, the petitioner has to pay Rs. 5,50,000/- (Five lacs fifty thousand), out of which, Rs. 50,000/- (fifty thousand) in cash and Rs. 50,000/- (fifty thousand) by UPI transaction have already been paid to opposite party no. 2 and today, in Court, learned counsel for the petitioner hands over a Demand Draft, bearing D.D.no. 350005 dated 08.07.2024, of S.B.I. of Rs. 60,000/- in the name of opposite party no. 2, to the counsel for opposite party no. 2. Thus, petitioner has paid total Rs. 1,60,000/- to opposite party no. 2. With regard to rest amount i.e. Rs. 3,90,000/-, as per memorandum of agreement dated 16.05.2024, learned counsel for the petitioner undertakes that petitioner shall refund the same within a period of two years from the date of furnishing bail-bond. This statement has been made in paragraph – 3 of the supplementary affidavit.



6. Considering the aforesaid facts and circumstances, in the event of arrest/surrender within a period of six weeks from today, let the petitioner, as named above, be enlarged on bail on furnishing bail-bond of **Rs.10,000/-** (ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Sitamarhi / concerned court in connection with Complaint Case No. C1-211 of 2022, subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure with further condition to *the petitioner shall abide by all the terms & conditions, mentioned in Memorandum of Agreement dated 16.05.2024 annexed with the Mediator's report (flag 'M'), failing which, learned Court below shall be at liberty to cancel the bail-bond of the petitioner.*

(Prabhat Kumar Singh, J)

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