

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.62042 of 2023

Arising Out of PS. Case No.-83 Year-2021 Thana- SHAMBHUGANJ District- Banka

1. Shobha Pandey, (Female), aged about 58 years, Wife of Arvind Pandey @ Arvind Kumar Pandey, Resident of Village- Rudpai, P.S.- Shambhuganj, Dist- Banka. At Present Mohalla- Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.- Mozahidpur, Distt- Bhagalpur.
2. Arvind Pandey @ Arvind Kumar Pandey, (Male), aged about 68 years, Son of Late Tapeswar Prasad Pandey, Resident of Village- Rudpai, P.S.- Shambhuganj, Dist- Banka. At Present Mohalla- Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.- Mozahidpur, Distt- Bhagalpur.
3. Shakti Kumar Pandey @ Shakti Pandey, (Male), aged about 36 years, Son of Arvind Pandey @ Arvind Kumar Pandey, Resident of Village- Rudpai, P.S.- Shambhuganj, Dist- Banka. At Present Mohalla- Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.- Mozahidpur, Distt- Bhagalpur.
4. Saurav Kumar Pandey @ Saurav Pandey, (Male), aged about 31 years, Son of Arvind Pandey @ Arvind Kumar Pandey, Resident of Village- Rudpai, P.S.- Shambhuganj, Dist- Banka. At Present Mohalla- Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.- Mozahidpur, Distt- Bhagalpur.

... .. Petitioners

Versus

1. The State of Bihar.
2. Shivnandan Chaubey, (Male), Son of Late Bhagirath Chaubey, Resident of Village- Chatrhar, P.S.- Shambhuganj, Distt-Banka.

... .. Opposite Parties

Appearance :

For the Petitioners	:	M/S. Shashank Shekhar, Ashutosh Kumar and Chitragupta, Advocates
For the O.P. No. 2	:	Soundra Pandey, Advocate
For the State	:	Mrs. Madhuri Lata, A.P.P.

CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

9 19-12-2024 Heard learned counsel for the petitioners, learned counsel for the opposite party no. 2 and learned A.P.P. for the State.



2. The present application has been filed on behalf of the petitioners for quashing the order dated 09.01.2023 by which the learned Chief Judicial Magistrate, Banka, took cognizance against the petitioners above named for the offences punishable under Sections 420, 406 read with Section 34 of the I.P.C. and Section 3/4 of the D.P. Act in connection with Shambhuganj P.S. Case No. 83 of 2021 dated 15.04.2021.

3. The prosecution case, in brief, is that the opposite party no. 2 fixed the marriage of his daughter with Shakti Kumar Pandey @ Shakti Pandey (petitioner no. 3) and ring ceremony also took place between his daughter and the petitioner no. 3 in which he spent total Rs. 11,00,000/-. It is also alleged that the petitioners further demanded Rs. 25,00,000/- from him as dowry and due to non-fulfilment of the same, the marriage could not take place between the parties and the petitioner no. 3 performed his marriage with another girl on 29.04.2021.

4. It is submitted by learned counsel for the petitioners that the petitioners have falsely been implicated in the present case. The petitioners neither tortured nor demanded any dowry from the opposite party no. 2. There is general and omnibus allegation against the petitioners. The petitioner no. 1 is the



mother, the petitioner no. 2 is the father and the petitioner no. 4 is the brother of the petitioner no. 3 with whom the ring ceremony of the daughter of the opposite party no. 2 took place. After investigation, police has submitted Charge Sheet No. 322 of 2022 dated 25.11.2022 for the offences punishable under Sections 420, 406 read with Section 34 of the I.P.C. and Section 3/4 of the D.P. Act against the petitioner nos. 1, 2 and 3 and police has submitted final form against the petitioner no. 4. Thereafter, the learned Chief Judicial Magistrate, Banka, took cognizance against the petitioners on 09.01.2023 for the offences punishable under Sections 420, 406 read with Section 34 of the I.P.C. and Section 3/4 of the D.P. Act and transferred the case to the court of learned S.D.J.M., Banka, where the case is pending. It is further submitted that the learned court below without applying his judicial mind took cognizance against the petitioners in a mechanical manner. It is further submitted that the real fact is that after ring ceremony, the petitioner no. 3 wants to talk with the daughter of the opposite party no. 2 but she was not taking interest in talking with him as she was not happy with the marriage as she loves someone else and also told the petitioner no. 3 to refuse this marriage otherwise, they would suffer in life. The petitioner no. 3 realized that her marriage was



taking place without her consent and accordingly, he with consent of his family members, broke his engagement in the month of June, 2020. Thereafter, the opposite party no. 2 has fixed engagement of his daughter with another boy in the month of July, 2021. It is further submitted that the marriage of the petitioner no. 3 was also solemnized with another girl in the month of December, 2021 and similarly the opposite party no. 2 got the marriage of his daughter solemnised on 07.12.2021 with another boy. It is further submitted that from perusal of the F.I.R., it appears that the opposite party no. 2 had given Rs. 5,00,000/-to the petitioners after selling of his land but during the entire investigation, the opposite party no. 2 has not produced any single chit of paper with respect to selling of his land. There is no intention to cheat the opposite party no. 2 at the very beginning of transaction between the parties. Hence, no offence under Sections 406 and 420 of the I.P.C. is made out against the petitioners. Learned counsel for the petitioners by filing a supplementary affidavit on behalf of the petitioners has submitted that the petitioner nos. 1, 2 and 3 filed their anticipatory bail application before this Court vide Cr. Misc. No. 39781 of 2021 and vide order dated 04.07.2022, this Hon'ble Court has been pleased to grant anticipatory bail to them with a



direction to produce a Bank Draft before the learned court below for an amount of Rs. 2,00,000/- within a period of six weeks from the date of the order i.e., 04.07.2022 and the learned court below shall hand over the same to the opposite party no. 2. Accordingly, the petitioner no. 1 handed over a Demand Draft bearing No. 690425 dated 02.08.2022 of Rs. 2,00,000/- issued by the S.B.I., in favour of the opposite party no. 2. It is further submitted that vide order dated 01.07.2024, with consent of both the parties, this Hon'ble Court has been pleased to refer the matter to Mediation & Conciliation Centre of Patna High Court to resolve the dispute between the parties. It is further submitted that thereafter a Mediation Proceeding No. 912 of 2024 was initiated between the parties and in the said mediation proceeding, both the parties have resolved their dispute amicably. The Memorandum of Agreement dated 27.09.2024 was entered between the parties and they have agreed to resolve their dispute through the Mediation Proceeding on the following terms and conditions:-

**“ Patna High Court Mediation Centre
Memorandum of Agreement
Mediation Proceeding No. 912 of 2024
(Arising out of Cr. Misc. No. 62042 of 2023)**

An agreement made on 27.09.2024 at the High Court Patna Medication Centre, Between,
1.Shobha Pandey, wife of Arvind Pandey @ Arvind Kumar Pandey, resident of Village-Rudpai, P.S.-Shambhuganj, Dist-



Banka. At present Mohalla-Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.-Mozahidpur, District-Bhagalpur.

2. Arvind Pandey @ Arvind Kumar Pandey, Son of Late Tapeshwar Prasad Pandey, resident of Village-Rudpai, P.S.-Shambhuganj, Dist-Banka. At present Mohalla-Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.-Mozahidpur, District-Bhagalpur.

3. Shakti Kumar Pandey @ Shakti Pandey, Son of Arvind Pandey @ Arvind Kumar Pandey, resident of Village-Rudpai, P.S.-Shambhuganj, Dist-Banka. At present Mohalla-Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.-Mozahidpur, District-Bhagalpur.

4. Saurav Kumar Pandey @ Saurav Pandey, Son of Arvind Pandey @ Arvind Kumar Pandey, resident of Village-Rudpai, P.S.-Shambhuganj, Dist-Banka. At present Mohalla-Sikandarpur, House No. 72 B, Vidypuram Colony, East Gurhatta Road, P.S.-Mozahidpur, District-Bhagalpur.

.. .. . Petitioners.

And

Shivnandan Chaubey, Son of Late Bhagirath Chaubey, resident of Village- Chatrhar, P.S. Shambhuganj, District-Banka.

.....Opposite party No. 2 (Second Party).

Both the parties appeared in the Mediation Proceeding alongwith their Advocates and are ready to resolve their dispute through the Medication Proceeding on the following terms and conditions:-

1. That both parties are ready to settle their dispute amicably and the petitioners are ready to give Rs. 2,00,000/- (Rupees Two Lacs) in favour of the opposite party no. 2 by way of Bank Draft.

2. That it is agreed in between the parties that after receiving of payment the complainant shall never claim any amount from the petitioners.

3. That the opposite party no. 2 agreed on this payment and this settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

4. That both the parties agreed that any case filed against each other shall be withdrawn after making full and final payment of Rs. 2,00,000/- (Rupees Two Lacs).

5. That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted there upon.



6. 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.

Sd/- (Shakti Kumar Pandey @ Shakti Pandey)	Sd/- (Shivnandan Chaubey)
Signature of the petitioner	Signature of the O.P. No. 2
Date-27.09.2024	Date-27.09.2024.
Sd/-Shashank Shekhar.	Sd/-Salant Kumar.
Signature of the Petitioner's	Signature of the O.P. No.
Advocate	2, Advocate.
A.O.R. No. 101450	A.O.R. No. 103672
Date-27.09.2024	Date-27.09.2024."

5. The opposite party no. 2 is physically present in the Court today with his learned counsel. It is further submitted by learned counsel for the petitioners that as per the agreement entered between the parties in Mediation Proceeding No. 912 of 2024, the petitioner no. 3 has handed over Demand Draft No. 001150 dated 01.10.2024 issued by H.D.F.C. Bank, for Rs. 2,00,000/- (Rupees Two Lacs) to the learned counsel for the opposite party no. 2 issued in favour of Shivnandan Chaubey, the opposite party no. 2 and the same was received by the opposite party no. 2 on 19.12.2024.

6. It is further submitted that hence, the terms and conditions of Memorandum of Agreement in Mediation Proceeding No. 912 of 2024, arising out of Cr. Misc. No. 62042 of 2023 before the Patna High Court Mediation Centre has been



complied with by the petitioners.

7. Learned A.P.P. for the State and learned counsel for the opposite party no. 2 have also accepted the contentions of the learned counsel for the petitioners and learned counsel for the opposite party no. 2 has submitted that the dispute between the petitioners and the opposite party no. 2 has been resolved.

8. Considering the aforesaid facts and circumstances of the case and the fact that the dispute between the petitioners and the opposite party no. 2 has been resolved, the order dated 09.01.2023 by which the learned Chief Judicial Magistrate, Banka, took cognizance against the petitioners above named for the offences punishable under Sections 420, 406 read with Section 34 of the I.P.C. and Section 3/4 of the D.P. Act in connection with Shambhuganj P.S. Case No. 83 of 2021 dated 15.04.2021, is quashed.

9. Accordingly, the present quashing application stands allowed.

(Chandra Prakash Singh, J)

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