

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74072 of 2024

Arising Out of PS. Case No.-541 Year-2022 Thana- RAMKRISHNANAGAR District- Patna

1. Raj Bhushan Singh @ Raj Bhushan, Male, aged about 39 years, Son of Sri Kamal Singh, resident of Mohalla- Tirkut Nagar, Gokul Colony, Police Station- Ram Krishna Nagar, District -Patna.
2. Kamal Singh, Male, aged about 71 years, Son of Late Sri Kedar Singh, resident of Mohalla- Tirkut Nagar, Gokul Colony, Police Station- Ram Krishna Nagar, District -Patna.
3. Meera Devi @ Meera Singh, Female, aged about 65 years, Wife of Kamal Singh, resident of Mohalla- Tirkut Nagar, Gokul Colony, Police Station- Ram Krishna Nagar, District -Patna.
4. Kartik Singh @ Kalu @ Kartick Bhushan, Male, aged about 34 years, Son of Kamal Singh, resident of Mohalla- Tirkut Nagar, Gokul Colony, Police Station- Ram Krishna Nagar, District -Patna.
5. Rashmi Rani @ Rashmi Devi, Female, aged about 45 years, Wife of Akhilesh Kumar Singh, resident of village- M-139/A 1, X-Road, P.S.- Shankarpally, District- Hyderabad.

... .. Petitioners

Versus

1. The State of Bihar.
2. Menka Singh @ Menka Kumari, Female, aged about 36 years, Wife of Raj Bhushan Singh @ Raj Bhushan, resident of Village- Bargaon, P.S.- Ajimabad, Dist- Bhojpur at Ara.

... .. Opposite Parties

Appearance :

For the Petitioner	:	Mr. Parijat Saurav, Advocate
For the O.P. No. 2	:	Mrs. Malti Kumari, Advocate
For the State	:	Mr. Sanjay Kumar Singh, A.P.P.

CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

3 03-12-2024 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 of F.I.R. being Ram Krishna Nagar



P.S. Case No. 541 of 2022 dated 29.09.2022 for the offences punishable under Sections 341, 323, 498A, 504, 506 read with Section 34 of the I.P.C. and Sections 3 and 4 of the D.P. Act registered against the petitioners.

3. The prosecution case, in brief, is that the petitioners are alleged to have tortured the informant mentally and physically due to non-fulfilment of demand of Rs. 2,00,000/ and chain as dowry.

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 informant. There is general and omnibus allegation against the petitioners. The petitioner no. 1 is the husband, the petitioner no. 2 is the father-in-law, the petitioner no. 3 is the mother-in-law, the petitioner no. 4 is the brother-in-law (Dewar) and the petitioner no. 5 is the sister-in-law (Nanad) of the informant. It is further submitted that the informant was married to the petitioner no. 1, namely, Raj Bhushan Singh alias Raj Bhushan, in the year 2016. It is further submitted that the husband of the informant, namely, Raj Bhushan Singh alias Raj Bhushan (petitioner no. 1), filed his anticipatory bail application before this Court vide Cr. Misc. No. 71568 of 2023 and vide



order dated 09.05.2024, 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 matrimonial dispute between the parties. It is further submitted that Mediation Proceeding No. 790 of 2024 was initiated between the parties and in the said mediation proceeding, both the parties have resolved their matrimonial dispute amicably. The Memorandum of Agreement dated 22.08.2024 was entered between the parties and they have agreed to live separately and an agreement was made that the petitioner no. 1 will pay Rs. 6,25,000/- (Rupees Six Lacs Twenty Five Thousand) to the opposite party no. 2 in three installments as permanent alimony/full and final settlement amount to the opposite party no. 2, namely, Menka Singh. The terms and conditions of Memorandum of Agreement, arising out of Cr. Misc. No. 71568 of 2023 between the petitioner no. 1 and the opposite party no. 2 are as follows:-

**“ Patna High Court Mediation Centre
Memorandum of Agreeemnt
Mediation Proceeding No. 790 of 2024
(Arising out of Cr. Misc. No. 71568 of 2023)**

An agreement made on 22.08.2024 at the High Court Patna Medication Centre, Between,
Raj Bhushan Singh @ Raj Bhushan, Son of Sri Kamal Singh,
resident of Mohalla-Trikut Nagar, Gokul Colony, P.S. Ram
Krishna Nagar, District-Patna.. Petitioner(First Party).



And

Menka Singh, wife of Raj Bhushan Singh @ Raj Bhsuahn and Daughter of Biresh Singh, Resident of Village-Bargaon, P.S. Ajimabad, District-Bhojpur.

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

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

1. That after great persuasion both the parties agreed to live separately and for this the petitioner offered to pay Rs. 6,25,000/- (Rupees Six Lacs Twenty Five Thousand Only) as full and final settlement amount to the opposite party no. 2 (Menka Singh), opposite party no. 2 accepted the offer and gave her consent.

2. That both the parties agreed that the aforesaid amount shall be paid in three instalments in following manner:-

(i) First instalment of Rs. 2,00,000/- (Rupees Two Lacs) on or before the next date in Criminal Miscellaneous No. 71568 of 2023.

(ii) Second instalment of Rs. 2,00,000/- (Rupees Two Lacs) at the time of closure of Criminal Case pertaining to Ram Krishna Nagar P.S. Case No. 541 of 2022. It is agreed that the first party (petitioner) and his family members will file application for quashing of F.I.R. of Ram Krishna Nagar P.S. Case No. 541 of 2022 on the ground of present compromise, and the second party (Opposite Party no. 2) will appear in quashing application and support the fact of compromise between the parties.

(iii) Third and last instalment of Rs. 2,25,000/- (Rupees Two Lacs Twenty Five Thousand) before final judgment in divorce case. It is agreed between the parties that as the opposite party no. 2 has filed Divorce Case No. 72 of 2024 before the learned Principal Judge, Family Court, Bhojpur at Ara, the petitioner will appear in the said case and both parties will file an application praying for divorce by mutual consent and pursue the same for seeking divorce by mutual consent.

All payment shall be made by way of Demand Draft in the name of opposite party no. 2 namely, Menka Kumari and the Demand Draft can be received by learned Advocate of opposite party no. 2 Menka Kumari @ Menka Singh.

3. 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.



5. That the above contents of the agreement have been read over and explained to us in Hindi which 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/-	Sd/-
(Raj Bhushan Singh @ Raj Bhushan)	((Menka Kumari/Singh)
Signature of the petitioner	Signature of the O.P. No.2
Date-22.08.2024	Date-22.08.2024.

Sd/-	Sd/-
(Parijat Saurav)	Malti Kumari, Advocate
Signature of the petitioner's Advocate	Signature of the O.P.No. 2,
A.O.R. No. 7184	Advocate, A.O.R. No. 3007
Date-22.08.2024	Date-22.08.2024.”

5. The petitioner no. 1 and the opposite party no. 2 are physically present today in the Court with their learned counsels. It is further submitted by learned counsel for the petitioners that as per the agreement between the parties in Mediation Proceeding No. 790 of 2024, petitioner no. 1 had already handed over a Demand Draft bearing No. 800013032 of Rs. 2,00,000/- (Rupees Two Lacs) issued by Bank of India, Khemni Chak Branch, Patna, in favour of Menka Kumari to the learned counsel for the opposite party no. 2, Mrs. Malti Kumari, Advocate, on 02.09.2024 as first instalment and another Demand Draft bearing No. 30941 dated 20.09.2024 issued by IDBI Bank, Patna Yog Vidyalaya, A/29, Kankarbagh Colony,



Patna-20 for Rs. 2,00,000/- (Two Lacs) has also been handed over by the learned counsel for the petitioners to Mrs. Malti Kumari, learned counsel for the opposite party no. 2, on 03.12.2024 which was received by Menka Kumari, the opposite party no. 2, as second instalment.

6. It is further submitted that third and last instalment of Rs. 2,25,000/- (Two Lacs and Twenty Five Thousand) will be paid to the opposite party no. 2 Menka Kumari, before final judgment in Divorce Case No. 72 of 2024 which was filed by the opposite party no. 2 before the learned Principal Judge, Family Court, Bhojpur at Ara. Hence, as per terms and conditions of Memorandum of Agreement in Mediation Proceeding No. 790 of 2024, arising out of Cr. Misc. No. 71568 of 2023 before the Patna High Court Mediation Centre has been complied by the petitioner no. 1.

7. Learned A.P.P. for the State and learned counsel for the opposite party no. 2 have accepted the contentions of the learned counsel for the petitioners and learned counsel for the opposite party no. 2 has submitted that the matrimonial dispute between the petitioner no. 1 and the opposite party no. 2 has been resolved.

8. Considering the aforesaid facts and circumstances of



the case and the fact that the matrimonial dispute between the petitioner no. 1 and the opposite party no. 2 has been resolved, the F.I.R. being Ram Krishna Nagar P.S. Case No. 541 of 2022 registered on 29.09.2022 for the offences punishable under Sections 341, 323, 498A, 506 read with Section 34 of the I.P.C. and Sections 3 and 4 of the D.P. Act against the petitioners, is hereby quashed.

9. The petitioner no. 1 will appear in Divorce Case No. 72 of 2024 which was filed by the opposite party no. 2 before the learned Principal Judge, Family Court, Bhojpur at Ara and the petitioner no. 1 and the opposite party no. 2 will file an application for divorce by mutual consent and pursue the same for seeking divorce by mutual consent.

10. Accordingly, the present quashing application stands allowed.

(Chandra Prakash Singh, J)

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