

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2808 of 2025

Arising Out of PS. Case No.-580 Year-2023 Thana- BARAUNI District- Begusarai

Narayan Prasad Sultania @ Narayan Sultania S/o Late Purushottam Lal
Sultania R/o Miyachak Marwari, P.S.- Ratanpur(Town), Distt.- Begusarai

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Aditya Pandey, Advocate Mr. Shyam Kishor, Advocate
For the Opposite Party/s	:	Mr. Braj Kishore Pd., APP
For the Informant	:	Mr. P. N. Shahi, Sr. Advocate Mr. Pushpendra Kumar Singh, Advocate Mr. Satish Kumar, Advocate

**CORAM: HONOURABLE MR. JUSTICE RUDRA PRAKASH
MISHRA**

ORAL ORDER

6 14-05-2025 Heard learned counsel for the petitioner, learned
APP for the State and learned Senior counsel for the informant.

2. The petitioner seeks bail in connection with
Barauni (Zeromile O.P.) P.S. Case No. 580 of 2023, instituted
for the offences punishable under Sections 406 and 420 of the
Indian Penal Code.

3. The prosecution case, in short, is that, promising
transfer of land the petitioner took Rs. 3,51,00,000/- from the
informant, but when the said transfer did not materialize, he
chose not to return the amount and though issued a cheque, but
the said cheque bounced.

4. Learned counsel for the petitioner submits that



earlier vide order dated 19.04.2025 the matter was referred to the Patna High Court Mediation Centre and a report was called for before 21.07.2025. Pursuant to which, a report dated 06.05.2025 has been sent to this Court, stating that dispute between the parties has been resolved through the process of mediation. The term of settlement mutually agreed upon by them is reproduced herein below:

“Patna High Court Mediation Centre
Memorandum of Agreement
Mediation Proceeding No.589 of 2025
[Arising out of Cr.Misc.No.2808 of 2025]

An agreement made on 06.05.2025 at the High Court Patna Mediation Centre, between,

Narayan Prasad Sultania @ Narayan Prasad, Son of Late Purushottam Lal Sultania, R/o Miyachak Marwari, P.S.- Ratanpur (Town), District- Begusarai.

--- Petitioner/(First party).

And

Sanjeev Kumar, Son of Ramashray Singh, Resident of Village +Post-Begusarai. Bihat Tola Makasalpur, Ward No.28, P.S.-Baroni L.C.I, District- Begusarai.

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

Both the parties appeared in the Mediation Proceeding along with their respective Counsels 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 a sum of Rs. 3,51,00,000/-(Rupees Three Crore Fifty One Thousand 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 his consent.

2. That both the parties agreed that out of the aforesaid amount a sum of Rs. 51,00,000/- (Rupees Fifty One Lakhs) at the time of furnishing bail bond before the Learned Court below, the payment made through Demand Draft/RTGS/NEFT to the Opposite Party No.2. The rest amount of Rs.3,00,00,00/- (Rupees Three Crore) shall be paid Twenty equal instalments of Rs. 15,00,000/- (Rupees Fifteen Lakhs) in every month from June, 2025.

3. 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, after full payment of settlement amount Rs. 3,51,00,000/-(Rupees Three Crore Fifty One Thousand Only).

4. That in case of failure of two instalments against the settlement amount of Rs. 3,51,00,000/-(Rupees Three Crore Fifty One Thousand Only) Opposite Party No.2 would be entitle file a petition for cancellation of bail bond of the petitioner.

5. 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.

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/-
(Soham Kumar on behalf of Narayan Prasad Sultania)
Signature of the Representative
Dated- 06.05.2025

Sd/-
(Sanjeev Kumar)
Signature of the Opposite Party No. 2
Dated- 06.05.2025

Sd/-
Signature of the petitioner Advocate
A.O.R. No. - AUIIN- 10442
Dated- 06.05.2025

Sd/-
Signature of the O.P. No. 2 Advocate
A.O.R. No.- 4279
dated- 06.05.2025"

5. Learned Senior counsel for the informant submits that one time full and final settlement amount is Rs. 3,51,00,000/- (Three Crore Fifty One Lakhs Only), but learned Senior Counsel for the informant points out that in the mediation report, the settlement amount has been inadvertently mentioned as 'Three Crore Fifty One Thousand Only' at various places due to typographical mistake, however, the same is written correctly in numerical form (i.e. Rs. 3,51,00,000/-).

6. Considering the aforesaid facts and circumstances of the case and since parties are "Ad idem" to resolve the dispute, which is evident from the report of the mediation centre, this Court is inclined to grant bail to the petitioner.

7. Let the petitioner be released on bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) with two



sureties of the like amount each to the satisfaction of Court below/concerned Court in connection with Barauni (Zeromile O.P.) P.S. Case No. 580 of 2023, subject to the following conditions:

(I) One of the bailors shall be a deponent of the petitioner.

(II) The petitioner shall appear on each and every date fixed at the trial. In case of default in such appearance on two consecutive dates, the Trial Court will have liberty to cancel the bail bonds of the petitioner.

(III) If the petitioner is found involved in similar nature of offence in future, the Trial Court will have the liberty to cancel the bail bonds of the petitioner.

(IV) Petitioner shall not leave the territorial jurisdiction of the Learned Trial Court without its prior permission. If petitioner violates any condition, the Trial Court will have liberty to cancel the bail bonds of the petitioner.

(Rudra Prakash Mishra, J)

Rajorshi/-

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