

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.16781 of 2023

Arising Out of PS. Case No.-49 Year-2020 Thana- MAHILA PS District- Buxar

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Brij Kumar Yadav S/o Bhagwan Yadav Resident of Village-Hulas Tola, P.S.-
Teyar, District-Bhojpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Fulanti Devi W/o Late Dinanath Yadav Resident of Village-Ojha Baraon,
P.S.-Murar, District-Buxer

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mrs. Rina Sinha, Advocate
For the Opposite Party/s :	Mr. Shyam Kumar Singh, APP
	Mr. Kanhaiya Jee Tiwari, Adv.for OP-2

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 25-09-2025 Heard learned counsel for the petitioner, learned

A.P.P. for the State and learned counsel for opposite party no. 2.

2. The petitioner, husband of opposite party no. 2,
apprehends his arrest in a case registered for the offence under
Sections 498(A), 341, 323, 504, 379/34 of the Indian Penal
Code and Section 3 / 4 of the Dowry Prohibition Act.

3. Earlier, vide order dated 09.08.2024, 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. As per Mediator's
report (flag 'M'), dispute between the parties has been settled
amicably through the process of mediation and both parties have
agreed to live together, as husband and wife.



4. In view of Mediator's report, the prayer for anticipatory bail of petitioner is allowed.

5. Accordingly, in the event of arrest/surrender within a period of eight 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 S.D.J.M., Buxar in connection with Buxar Mahila P.S. Case No. 49 of 2020, subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure, with condition that ***"petitioner shall abide by all the terms & conditions, mentioned in Memorandum of Agreement, failing which, the learned Trial Court would be at liberty to cancel the bail-bond of petitioner."***

(Prabhat Kumar Singh, J)

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