

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.37595 of 2024

Arising Out of PS. Case No.-111 Year-2024 Thana- MUZAFFARPUR TOWN District-
Muzaffarpur

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Ravi Shankar Dwivedi @ Ravi Shankar Druvedi Son Of Late Uma Shankar Dwivedi @ Uma Shankar Druvedi Resident Of Muhalla - Balu Ghat Gali No.4 Near Dhobi Well, P.S. - Muzaffarpur Town, District - Muzaffarpur

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Rajesh Kumar Tikmani Son Of Shri Nand Kishore Jee Tikmani @ Nand Kishor Tikmani Proprietor M/S Hanuman Bihari Lal Asthapit Bank Road Sutapathy, P.S. - Muzaffarpur Town, District - Muzaffarpur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Surendra Kumar Mishra, Advocate
For the Opposite Party/s : Mr. Madhura Nand Jha, APP

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CORAM: HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL ORDER

4 17-01-2025 Heard learned counsel for the petitioner and learned APP
for the State.

2. The petitioner has filed the instant application for apprehending his arrest in a case registered for the offences punishable under Sections 407 and 420 of the Indian Penal Code and.

3. As per allegation in the FIR, petitioner was engaged as a cashier in the firm of the informant and he breached the trust and defrauded a sum of Rs. 16,50,000/- from his firm.

4. Earlier by order dated 11.09.2024, this matter was referred to the Mediation and Conciliation Center of Patna High Court for settlement of their monetary dispute.

5. It reveals from the Mediator's report that dispute



between the parties has been resolved as according to their Memorandum of Agreement, petitioner is ready to pay Rs. 14,30,424/- to the opposite party no. 2. Petitioner has already paid a sum of Rs. 1,75,000/- by cheques and cash. In para no. 2 and 6 of Mediator's Report, it is mentioned that opposite party no. 2 has been pleased to adjust Rs. 1,42,500/- and 1,65,285/- (Rs. 3,07,785).

6. For the rest amount of Rs. 9,07,639/- petitioner has given 5 advance cheques bearing cheque nos. 101297 without date (as mentioned in para 2) and cheque no. 033445 dt 10.07.2025, cheque no. 033446 dt. 10.01.2026, cheque no. 033447 dt. 10.07.2026, cheque no. 033449 dt. 10.01.2027. Photocopy of all the cheques are attached with the Memorandum of Agreement.

7. Having heard learned counsel for the parties and considering the facts as mentioned in Memorandum of Agreement before Patna High Court Mediation Center, this Court is inclined to enlarge the petitioner on **provisional bail**. The above named petitioner is directed to be enlarged on **provisional bail** in connection with Muzaffarpur Town P.S. Case No. 111 of 2024 on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned CJM, Muzaffarpur Town.

8. Petitioner is directed to pay the entire amount to the complainant through cheques on given dates.

9. In the meantime, as per their agreement, both parties are directed to withdraw the criminal cases pending against each other.



10. Trial Court is directed to confirm the provisional bail granted to the petitioner after verifying the entire payment as mentioned in Memorandum of Agreement, Patna High Court Mediation Center made to the opposite party no. 2 through account payee cheques by the petitioner. Trial Court will also verify the withdrawal of all criminal cases pending between both the parties before confirmation of bail.

11. Accordingly, the instant application stands disposed of.

12. Both the parties are at liberty to file appropriate application before appropriate forum, if any of them breaches the terms and conditions as incorporated in Memorandum of Agreement, Patna High Court Mediation Center.

(S. B. Pd. Singh, J)

Ankit Kumar/-

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