

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.32381 of 2024**

Arising Out of PS. Case No.-61 Year-2023 Thana- ALOULI District- Khagaria

SURESH SAH SON OF LATE JADU SAH RESIDENT OF VILLAGE -
HARIPUR, P.S. - ALOULI, DISTRICT - KHAGARIA

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. SANTOSH KUMAR SON OF LATE SATYANARAYAN SAH RESIDENT
OF VILLAGE - HARIPUR, WARD NO.7, P.S. - ALOULI, DISTRICT -
KHAGARIA

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Ranjeet Kumar Singh, Advocate
For the Opposite Party/s : Mr. Arvind Kumar Pandey, APP
For the Informant : Mr. Radhe Shyam, Advocate

CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

5 10-01-2025 Heard the parties.

2. The petitioner is apprehending his arrest in connection with Alouli P.S. Case No. 61 of 2023 for the offence under Sections 406, 420 and 34 of the I.P.C. lodged on 17.02.2023 by the informant, Santosh Kumar.

3. Pursuant to the appearance of the opposite party on 18.10.2024, the matter was sent to the mediation center.

4. The Mediator has submitted the report according to which, they have resolved the dispute.

5. The memorandum of agreement read as follows:

Patna High Court Mediation Centre
Memorandum of Agreement
Mediation Proceeding No.1660 of 2024
[Arising out of Cr.Misc. No.32381 of 2024]

*An agreement made on 19.11.2024 at the High Court
Patna Mediation Centre, between, Suresh Sah, Son of Late Jadu*



Sah, Resident of Village-Haripur Nista, P.S.-Alouli, District-Khagaria. Petitioner/(First party).

And

Santosh Kumar, Son of Sri Satya Narayan Sah, Resident of Village- Haripur, Ward No. 7, P.S.-Alouli, District-Khagaria.

Opposite Party No.2/ (Second party).

Both the parties appeared in the Mediation Proceeding along with their respective Advocates 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 their dispute and for this the petitioner offered to pay Rs.2,00,000/- (Rupees Two Lakhs Only) as full and final settlement amount to the Opposite party No.2 (Santosh Kumar). Opposite party No.2 accepted the offer and gave his consent.

2. That both the parties agreed that the aforesaid amount shall be paid in four equal instalments i.e. Rs.50,000/- (Rupees Fifty Thousand), each instalment within one year from the date of furnishing bail bond before the Learned Court below. At the time of furnished bail bond, the petitioner shall pay Rs.50,000/- (Rupees Fifty Thousand) to Opposite Party No.2 namely Santosh Kumar out of Rs.2,00,000/- (Rupees Two Lakhs) and rest Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) shall be paid within one year. The aforesaid amount shall be paid in the account of Opposite party No.2 namely Santosh Kumar through Online/RTGS/Bank Draft/Cheque.

3. This settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

4. That opposite party No.2 namely Santosh Kumar agreed to withdraw his case i.e. the present Alouli P.S. Case No.61 of 2023 District-Khagaria filed against the petitioner after payment of entire amount i.e. Rs.2,00,000/- (Rupees Two Lakhs).

5. That the above contents of the agreement have been read over and explained to us in Hindi which are 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/-
(Suresh Sah)
Signature of the petitioner*

*Sd/-
(Santosh Kumar)
Signature of the O.P. No. 2*

6. The case against the petitioner is that the amount was taken with an assurance to execute the sale deed but they defaulted. The legal notice failed to cut any ice which led to the case.

7. In view of the development that has taken place as incorporated above and no opposition from the opposite party, this Court is inclined to extend him the privilege of anticipatory bail with conditions.

8. Let the petitioner be released on bail in the event of arrest or surrender within a period of four weeks from the receipt of this order, on furnishing bail bond of Rs. 10,000/- (Ten thousand) each with two sureties of like amount each to the satisfaction of learned ACJM-IV, Khagaria, in connection with Alouli P.S. Case No. 61 of 2023 subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

(i) one of the bailor should be the family member/relative of the petitioner who shall provide official



document to show his/her bona fide;

(ii) the petitioner shall appear on each and every date before the Trial Court and failure to do so for two consecutive dates without plausible reason will entail cancellation of his bail bond by the Trial Court itself;

(iii) the petitioner shall in no way try to induce or promise or threat the witnesses or tamper with the evidences, failing which the State shall be at liberty to take steps for cancellation of the bail bonds;

(iv) the petitioner shall desist from committing any criminal offence again, failing which the State shall be at liberty to take steps for cancellation of his bail bonds.

(Rajiv Roy, J)

Adnan/-

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