

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.31825 of 2025**

Arising Out of PS. Case No.-81 Year-2024 Thana- KHAGARIA COMPALINT CASE
District- Khagaria

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NITISH KUMAR S/O LATE KAPILDEV SAH R/o vill - Baisa Basa
Alamnagar tola, P.s.- Alamnagar, Distt.- Madhepura

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rani Kumar W/o Nitish Kumar, D/o Sahid Ganesh Sah R/o Birpur Verma
Sell Chowk, ward no. 9, P.S.- Birpur, Distt.- Soupaul, At present R/o
Vikashpur Pakrail, ward no. 11, P.S. - Maheshkhunt, Distt.- Khagaria

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Rahul Singh, Advocate
For the Opposite Party/s : Ms. Sucheta Yadav, A.P.P

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CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

3 23-07-2025 Heard learned counsel for the petitioner, learned APP

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

2. The petitioner is apprehending arrest in connection

with Complaint Case no.81C of 2024, for the offence punishable

under Sections 323, 498(A) of the Indian Penal Code read with

sections 3 & 4 of the Dowry Prohibition Act.

3. Both parties jointly submits that *vide* order no.2

dated 22.05.2025, the present matter was referred before the

Patna High Court Mediation Centre and the mediation report

has been received.

4. It transpires from the mediation report on which the



parties and their counsel have put their signature that the parties have reached on a settlement. The terms and conditions on which the parties are willing to resolve the dispute through the mediation proceeding states as follows:-

“1. That after great persuasion both the parties agreed to live separately and for this the petitioner offered to pay Rs.35,000/- (Rupees Thirty Five Thousand only) for full and final settlement and Opposite party No.2 accepted the offer and gave her consent to finally compromise this case i.e. Khagaria Complaint Case No.81 of 2024 pending in the Ld. Court of below District- Khagaria. Opposite party No.2 has already received of Rs.35,000/-(Rupees Thirty Five Thousand only).

2. This settlement shall be full and final settlement and no any claim in future against each other.

3. That Opposite Party No.2 also agreed to withdraw the case and she does not want to proceed with the all Civil/Criminal cases.

4. That both the parties will never claim for any grievances either matrimonial disputes and share of property of each other.

5. That petitioner also agreed to withdraw the case and he does not want to proceed with the all Civil/Criminal cases.



6. 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.

7. 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.”

5. As such, in the present facts and circumstances of this case, let the above named petitioner be released on anticipatory bail, in the event of arrest or surrender before the Trial Court within a period of 4 weeks from today, on furnishing bail bond of Rs.30,000/- (Rupees Thirty Thousand) as mentioned in Section 2(1)(d) of the B.N.S.S., 2023 to the satisfaction of S.D.J.M., Khagaria, in connection with Complaint Case no.81C of 2024, subject to the conditions as laid down U/s 482(2) of the B.N.S.S., 2023.

6. Upon perusal of the aforesaid settlement, it transpires that the question of detachment of marriage has not been mentioned. Upon query of this Court, both counsel submits that parties are not ready to live together and this ground is basically full and final settlement towards complete detachment in future also.



7. In this background, this Court hereby grants liberty to the parties that they shall move before the concerned Principal Judge Family Court and shall file application for detachment of their marriage. The full and final settlement mentioned in the mediation report shall be treated as permanent alimony between the parties.

(Dr. Anshuman, J)

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