

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.31758 of 2025

Arising Out of PS. Case No.-964 Year-2021 Thana- GAYA COMPLAINT CASE District-
Gaya

-
1. Md. Zafar Hussain @ Md. Zafar @ Zafar Hussai S/O Md. Safaqt Hussain @ Safaqt Hussain R/O Mohalla- A.L.N. Road, Murarpur, P.S- Kotwali, Dist.- Gaya. At present residing at Mohalla- Baba Farid Nagar, Near M.G.M School, Khajranga, P.S- Khajrana, Distt.- Indore.
 2. Md. Khalid Hussain @ Khalid Hussain S/O Md. Safaqt Hussain @ Safaqt Hussain R/O Mohalla- A.L.N. Road, Murarpur, P.S- Kotwali, Dist.- Gaya. At present residing at Mohalla- Baba Farid Nagar, Near M.G.M School, Khajranga, P.S- Khajrana, Distt.- Indore.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Md. Afzal Alam S/O Late Shamshad R/O Mohalla- Panchayati Akhara Near Training School, P.S- Kotwali, Dist.- Gaya.

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Tabish Sharfuddin, Advocate
For the Opposite Party/s :	Mr. Anant Kumar 1, APP
	Mr. Dharmendra Kumar Sinha, Advocate

CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER

3 10-09-2025 Heard learned counsel for the petitioners, learned APP

for the State and learned counsel for the complainant/opposite

party no.2.

2. The petitioners have preferred this application for grant of anticipatory bail apprehending their arrest in connection with Complaint Case no. 964 of 2021, registered under sections 420, 406, 385 and 504 of the Indian Penal Code, section 138 of the N.I. Act and section 66(a)(b)(c) of the I.T. Act.

3. By order dated 15.5.2025, this Court was pleased to refer the matter to Mediation and Conciliation Centre, Patna



High Court, Patna in view of the fact that both the parties were ready to settle the dispute through mediation.

4. Both the parties appeared before the Patna High Court Mediation Centre and as per report dated 25.8.2025 of the Mediator received, the parties have arrived at an agreement on 22.8.2025.

5. The agreement arrived at between the parties in the Patna High Court Mediation Centre is reproduced herein below for ready reference :-

Patna High Court Mediation Centre Memorandum of Agreement Mediation Proceeding No.728 of 2025 [Arising out of Cr.Misc.No.31758 of 2025] An agreement made on 22.08.2025 at the High Court Patna Mediation Centre, between, 1. Md. Zafar Hussain @ Md. Zafar @ Zafar Hussain S/O Md. Safaqt Hussain @ Safaqt Hussain R/O Mohalla- A.L.N. Road, Murarpur, P.S- Kotwali, Dist.- Gaya. At present residing at Mohalla- Baba Farid Nagar, Near M.G.M School, Khajranga, P.S- Khajrana, Distt.- Indore. 2. Md. Khalid Hussain @ Khalid Hussain S/O Md. Safaqt Hussain @ Safaqt Hussain R/O Mohalla- A.L.N. Road, Murarpur, P.S- Kotwali, Dist.- Gaya. At present residing at Mohalla- Baba Farid Nagar, Near M.G.M School, Kha-jranga, P.S- Khajrana, Distt.- Indore --- Petitioners/s(First party). And Md. Afzal Alam S/O Late Shamshad R/O Mohalla- Panchayati Akhara Near Training School, P.S- Kotwali, Dist.- Gaya. --- Opposite Party No.2 (Second party). Both the parties appeared in the Mediation Proceeding along with their Advocates and are 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 petitioners offered to pay Rs.10,00,000/- (Rupees Ten Lakh Only) as full and final settlement amount to the Opposite party No.2 (Md. Afzal Alam)/Complainant and the Complainant accepted the offer and gave his consent. 2. That the petitioner handed over Rs.4,99,000/- (Rupees four Lakh Ninety Nine Thousand) three Demand Draft bearing No.241419 dated 05.08.2025, Rs.2,00,000/- (Rupees Two Lakh), Demand Draft No.241418, dated 01.08.2025 Rs.2,00,000/- (Rupees Two Lakh) and Demand Draft No.241417, dated 01.06.2025 Rs.99,000/- (Rupees Ninety Nine Thousand) the opposite party No.2 already received aforesaid Demand Draft and further Rs.5,00,000/- (Rupees Five Lakh) will be paid by making payment of Rs.20,000/- (Rupees Twenty Thousand) per month maximum period of two years. The payment shall be made through Demand Draft/NEFT/Online. It is made clear that the at the time of final payment in the last month all	1 Md. Zafar Hussain 22/8/25 - 52/8/25 Md. Afzal Hussain 22/8/25 - 52/8/25
--	---



- balance amount will be paid completing Rs.5,00,000/- (Rupees Five Lakhs).
3. That if petitioner fails to pay the rest amount of Rs.5,00,000/- (Rupees Five Lakhs) on the basis of above mentioned terms and conditions the opposite party No.2 will at liberty to file a cancellation of bail application of the petitioner.
4. That the Complainant/opposite party No.2 agreed on this payment and this settlement shall be full and final settlement and no party shall claim in future against each other, in any manner related to present case.
5. That both the parties agreed that any case filed against each other shall be withdrawn after making full and final payment of Rs.10,00,000 (Rupees Ten Lakhs).
6. That the above contents of the agreement have been read over and explained to us in Hindi which we 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.

Zafar Hussain
22/08/25
(Md. Zafar Hussain @ Md. Zafar)
Signature of the petitioner No.1
Date-22.08.2025

Md Afzal
22/8/25
(Md. Afzal Alam)
Signature of the opposite party No.2
Date-22.08.2025

Tarish Shastri, Adv
Signature of the petitioner No.1 Advocate
AUIN No.- 7253
Date-22.08.2025

Prasanna Kumar Sinha
Signature of the O.P.No.2 Advocate
AUIN.- 81633
Date-22.08.2025

यूको बैंक
जारी करने वाली शाखा

UCO Bank
ISSUING BRANCH

कूट सं./CODE NO.
0701

JWAHAR MARG - IND. IN

कोवल तीन महीने के लिए वैध VALID FOR THREE MONTHS ONLY
01-08-2025

को या उनको आदेश पर OR ORDE

मौगे जानेपर ON DEMAND PAY

रुपये RUPEES Ninety Nine Thousand only

अदा करें। ₹ 99,000.00

Purchaser ZAFAR HUSSAIN

0490028

INDORE MOHARANI ROAD..0490..

अदाकर्ता शाखा/DRAWEE BRANCH

स. प्रबन्धक / Asst. MANAGER
(कार्मिक सं. / EMP. NO. 63744)

प्रबन्धक/MANAGER
(कार्मिक सं. / EMP. NO. 45)

COD/19

24 11 17 0000 280000

1E

यूको बैंक
जारी करने वाली शाखा

UCO Bank
ISSUING BRANCH

कूट सं./CODE NO.
0701

JWAHAR MARG - INDORE

कोवल तीन महीने के लिए वैध VALID FOR THREE MONTHS ONLY
01-08-2025

को या उनको आदेश पर OR ORDE

मौगे जानेपर ON DEMAND PAY

रुपये RUPEES Two Lakh only

अदा करें। ₹ 2,00,000.00

Purchaser ZAFAR HUSSAIN

0490029

INDORE MOHARANI ROAD..0490..

अदाकर्ता शाखा/DRAWEE BRANCH

स. प्रबन्धक / Asst. MANAGER
(कार्मिक सं. / EMP. NO. 63744)

प्रबन्धक/MANAGER
(कार्मिक सं. / EMP. NO. 45)

COD/19

24 11 18 0000 280000

1E



यूको बैंक
जारी करने वाली शाखा

UCO Bank
ISSUING BRANCH
JWAHAR MARG - INDORE

कूट सं./CODE NO.
0701

केवल तीन महीने के लिए वैध VALID FOR THREE MONTHS C
05-08-2025
D D M M Y Y Y

मौगे जानेपर ON DEMAND PAY **** MOHAMMAD AFZAL **** को या उनको आदेश पर OR OF

रुपये RUPEES Two Lakh only

अदा करें। ₹ 2,00,000.00

Purchaser ZAFAR HUSSAIN

मूल्य प्राप्त VALUE RECEIVED

कृते यूको
For UCO1

***** Not Over 2,00,000.00 *****

0490030

INDORE MAHARANI ROAD 0490
अदाकर्ता शाखा/DRAWEE BRANCH

स. प्रबन्धक / Asst. MANAGER
(कार्मिक सं. / EMP. NO. 63744) (कार्मिक सं. / EMP. NO.)

कृते प्रबन्धक / Asst. MANAGER
(कार्मिक सं. / EMP. NO.)

COD/19

27/8/25

6. Both the learned counsel for the petitioners and learned counsel for the opposite party no.2 submit that the parties have arrived at a compromise and steps are being taken in accordance thereto.

7. In view of the facts and circumstances of the case as stated herein above, it is directed that both the petitioners above named, in the event of their arrest or surrender before the learned Court below within a period of four weeks, be released on anticipatory bail in connection with Complaint Case no.964 of 2021 on each of them furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, 1st Class, Gaya.

(Partha Sarthy, J)

Shiv/-

U		T	
---	--	---	--

