

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43758 of 2025

Arising Out of PS. Case No.-79 Year-2024 Thana- THAKRAHA District- West Champaran

Afzal Hussain @ Afzal S/O Mohammad Hussain R/O Malahi Tola, Ward no. 13, P.s.- Thakraha, District- West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Savina Khatoon W/O Afzal Hussain @ Afzal, D/O Alamgir Alam R/O Malahi Tola, Ward no. 13, P.s.- Thakraha, Dist.- West Champaran. Present Vill.- Hafua Chaturbhuji, P.s.- Taraya Sujaan, Dist.- Kushinagar, U.P.

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Bimlesh Kumar Pandey, Advocate
For the Opposite Party/s :	Mr.Sanjay Kumar Singh, APP
	Mr. Rambabu Yadav, Advocate
	Mr. Umesh Kumar Yadav, Advocate

CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER

3 16-10-2025 Heard learned counsel for the petitioner, learned APP for the State and learned counsel for the opposite party no.2.

2. The petitioner has preferred this application for grant of anticipatory bail apprehending his arrest in connection with Thakraha Case no. 79 of 2024, registered under sections 85, 3(5) and 82(1) of the Bhartiya Nyaya Sanhita, 2023 and sections 3 and 4 of the Dowry Prohibition Act.

3. By order dated 16.7.2025 passed in the instant case, the matter was referred to the Patna High Court Mediation Centre for reconciliation between the parties.

4. Both the parties appeared before the Patna High



Court Mediation Centre and as per report received along with note dated 26.9.2025 of the Mediator, the dispute between the parties have been resolved.

5. The terms of settlement mutually agreed upon between them and enclosed with the mediator's note is being reproduced herein below for ready reference :-

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**Patna High Court Mediation Centre
Memorandum of Agreement
Mediation Proceeding No.1001 of 2025
[Arising out of Cr.Misc.No.43758 of 2025]**

An agreement made on 25.09.2025 at the High Court Patna Mediation Centre, between,
Afzal Hussain @ Afzal, S/o Mohammad Hussain, R/o Malahi Tola, Ward No.13, P.S.-Thakraha, District-West Champaran.
--- Petitioner/ (First party).

And

Savina Khatoon, W/o Afzal Hussain @ Afzal, D/o Alamgir Alam, R/o Malahi Tola, Ward No.13, P.S.-Thakraha, District-West Champaran. Present vill-Hafua Chaturbhuj, P.S.-Taraya Sujan, District-Kushinagar, U.P.
--- Opposite Party No.2/(Second party).

Both the parties appeared in the Mediation Proceeding along with their respective Counsels 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 live separately and for this the Petitioner (Afzal Hussain @ Afzal) offered to pay Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand Only) as full and final settlement amount to the Opposite Party No.2 (Savina Khatoon).Opposite Party No.2 accepted the offer and gave her consent and agreed to withdraw the Thakraha P.S. Case No.79 of 2024 and also for divorce with mutual consent.
2. That the husband/petitioner agreed to pay the aforesaid settlement amount in the sum of Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand Only) in three instalment in following manner:-
(A) The Petitioner (Afzal Hussain @ Afzal) shall pay first instalment of Rs.1,00,000/-(Rupees One Lakh Only) on the date of furnishing bail bond before the Learned Court below, through Demand Draft in favour of Opposite Party No.2 namely Savina Khatoon.
(B) Second instalment of Rs.50,000/- (Rupees Fifty Thousand) at the time of Admission of the Suit for Divorce with mutual consent, before the Ld. Principal Judge, Family Court, West Champaran (Bettiah).
(C) Third and last instalment of Rs.1,00,000/- (Rupees One Lakh Only) will be paid by the petitioner (Afzal Hussain @ Afzal) to Opposite Party No.2 namely Savina Khatoon and the time of Decree of Divorce with mutual consent before the Ld. Principal Judge, Family Court, West Champaran. The payment shall be through Bank Draft/RTGS/ in the name of Opposite Party No.2 namely Savina Khatoon.
3. That both the parties have further agreed to withdraw all their respective cases Civil/Criminal in nature filed against each other, if any, including the present Thakraha P.S. Case No.79 of 2024 in the light of settlement of dispute prior to Decree of Divorce with mutual consent.
4. This settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

Savina Khatoon

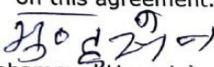
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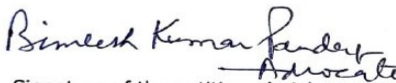
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5. That both the parties agreed to live separately by filing of divorce case in concerned court and after that both the parties are free to lead their life as per their own will.
6. That since the petitioner Afzal Hussain @ Afzal is out of country, his father Mohammad Hussain is executing this agreement on behalf of his son Afzal Hussain @ Afzal with his consent, which is acceptable to both the parties.
7. 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.
8. That in the above terms and conditions the present settlement has been arrived at between the parties and both parties have signed in presence of their learned counsels, who have also put their signature on this agreement.


(Mohammad Hussain)
Signature of the petitioner's father
Date-25.09.2025


(Savina Khatoon)
Signature of the opposite party No.2
Date-25.09.2025


Advocate
Signature of the petitioner's Advocate
A.O.R.No.- 00731
Date-25.09.2025


Advocate
Signature of the O.P.No.2 Advocate
A.O.R.No.- 103298
Date-25.09.2025

6. Both the learned counsel for the petitioner and learned counsel for the opposite party no.2 submit that it is correct that the parties have arrived at a compromise as set out in the agreement dated 25.9.2025 and the same has been signed by the petitioner, the opposite party no.2 as also their respective advocates.

7. In view of the facts and circumstances of the case as stated herein above, it is directed that the petitioner above named, in the event of his arrest or surrender before the learned Court below within a period of four weeks, be released on anticipatory bail in connection with Thakraha Case no. 79 of 2024 on 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, Bagaha, West Champaran.

(Partha Sarthy, J)

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