

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.51714 of 2024

Arising Out of PS. Case No.-5 Year-2023 Thana- SAMASTIPUR COMPLAINT CASE
District- Samastipur

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Ram Bharosh Mahto Son Of Vinod Kumar Mahto R/O-Sanichara Asthan,
Begampur, Nagarbasti,P.S.- Warisnagar, Distt.- Samastipur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Geeta Devi Wife Of Ram Bharosh Mahto, D/O- Ram Lal Mahto R/O-
Village- Sanichara Asthan, Begampur, Nagarbasti, P.S.- Warisnagar, Distt.-
Samastipur At Present Residing At C/O- Ram Lal Mahto, Village- Suraul,
P.S.- Khanpur, Distt.- Samastipur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Abhishek Kumar, Adv.
For the Opposite Party/s : Mr. Narsingh Tanti, APP

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

4 05-02-2025 Heard learned counsel for the petitioner and learned

APP for the State.

2. The petitioner has filed the instant application for
anticipatory bail, apprehending his arrest in a case registered for
the offences punishable under Sections 498A of the Indian Penal
Code and Section 4 of the Dowry Prohibition Act.

3. It is a case of matrimonial dispute between the
petitioner and opposite party no. 2

4. Earlier vide order dated 20.11.2024 with consent of
both the parties, this matter was referred to the Mediation and
Conciliation Center, Patna.



5. It reveals from Memorandum of Agreement dated 29.01.2025 that both the parties agreed to live separately and petitioner has offered to pay Rs. 2,00,000/- (two lakhs only) as full and final settlement amount to opposite party no. 2, out of which he has paid Rs. 1,00,000/- (one lakh) on 29.01.2025 and the rest amount will be paid in two equal installments. First installment of 50,000/- (fifty thousand) on submission of Memorandum of Agreement before the lower court and second installment of 50,000/- (fifty thousand) at the time of recording the evidence in the lower Court.

6. Petitioner is directed to pay the rest amount i.e. Rs. 1,00,000/- (one lakh) to the complainant within the fixed time as per Memorandum of Agreement dated 29.01.2025.

7. In the meantime, as per their agreement, both parties are directed to withdraw the cases pending against each other. As also, abide the other condition if any, incorporated in the said agreement.

8. Having heard learned counsel for the parties and considering the facts 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 C.R. No. 33 of 2023 corresponding to T.R. No. 2543 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 Sub-Divisional Judicial Magistrate, Samastipur.

9. Trial Court is directed to confirm the provisional bail granted to the petitioner after verifying the deposit receipts of payment of the entire amount i.e. Rs. 2,00,000/- (two lakhs only) by the petitioner to the opposite party. Trial Court will also verify the withdrawal of pending cases between both the parties.

10. Accordingly, the instant application stands disposed of.

(S. B. Pd. Singh, J)

prabhakar/-

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