

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.56462 of 2024

Arising Out of PS. Case No.-823 Year-2023 Thana- PATNA COMPLAINT CASE District-
Patna

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Ajeet Sharma @ Monu @ Ajit Kumar Son Of Ajay Kumar Sharma @ Ajay
Sharma Village- Chaturi Punash, Ps- Ahiyapur, Dist- Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Mona Kumari Wife Of Ajeet Sharma @ Monu Village- Chaturi Punash, Ps-
Ahiyapur, Dist- Muzaffarpur P/A- Bhetgaon, Ps- Barh, Dist- Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Suraj Kumar Tiwari, Adv.

For the Opposite Party/s : Mr. Rana Randhir Singh, APP

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

ORAL ORDER

5 12-02-2025 Heard the parties.

2. The petitioner is apprehending his arrest in connection with Complaint Case No. 823(C) of 2023 for the offence under Sections 323, 324, 295A, 406, 420, 384, 498A, 504, 511 of the Indian Penal Code and 3/4 of Dowry Prohibition Act.

3. Petitioner is husband of O.P. no. 2 and this case relates to matrimonial dispute. They have one male child from their wedlock.

4. Earlier the matter was referred to Patna High Court Mediation Center from where one time settlement has been arrived between the parties mutually. Entire terms and



conditions are mentioned in the Mediator's report of Mediation Proceeding No. 1701 of 2024.

5. It reveals from Memorandum of Agreement dated 14.11.2024 that both the parties agreed to live separately and petitioner has offered to pay Rs. 22,00,000/- (Twenty two lakhs only) as full and final settlement amount to opposite party no. 2 (Mona Kumari), out of which he has to pay Rs. 11,00,000/- as fixed deposit in the name of Bhargav Kumar (Son of both the parties) at the time of bail, Rs 1,00,000/- on the same day as demand draft in the name of Opposite Party No. 2 (Mona Kumari) and the rest amount of Rs. 10,00,000/- will be paid by demand draft to opposite party no. 2 (Mona Kumari) at the stage of second motion in the mutual consent divorce proceeding filed by them.

6. Out of total agreed amount of Rs. 22,00,00/- (twenty two lakhs), today, 3 Demand Drafts, total denomination of 12,00,000 (twelve lakhs) is handed over to learned counsel appearing on behalf of opposite party no. 2 (Mona Kumari). The learned counsel for the petitioner assured that the other installment as set forth in the Agreement of Mediation Centre will be paid in time.

5. Having heard learned counsel for the parties and



considering the terms and conditions as mentioned in their Memorandum of Agreement, this Court is inclined to enlarge the petitioner on **Provisional bail**.

7. 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 Sub-Divisional Judicial Magistrate, Barh, Patna in connection with Complaint Case No. 823(C) of 2023 subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

8. Trial Court is directed to confirm the provisional bail granted to the petitioner after verifying all the deposit receipts of the entire paid amount by the petitioner to the opposite party. Trial Court will also verify the compliance of all the terms and conditions as mentioned in Memorandum of Agreement.

9. Accordingly, the instant application stands disposed off.

(S. B. Pd. Singh, J)

prabhakar/-

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