

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.67197 of 2024

Arising Out of PS. Case No.-121 Year-2024 Thana- BHAGWANPUR HAT District- Siwan

Sonu Kumar @ Sonu Kumar Singh Son of Om Prakash Singh Village-
Bilashpur, P.S.- Bhagwanpur Hat , District- Siwan

... .. Petitioner/s

Versus

1. The State of Bihar
2. Buchun Devi D/O Gopal Singh Resident of Village - Bilashpur, PS-
Bhagwanpur Hat, Dist - Siwan. Currently residing at Village - Kauriya Tola,
PS- Bhagwanpur Hat , District - Siwan

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Ashok Kumar, Advocate
For the Opposite Party/s	:	Mr.Vinod Shanker Modi, APP
For the Informant	:	Mr. Awadhesh Kr. Pandey, Advocate
		Mr. Abhisheek Verma, Advocate

CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

- 4 05-05-2025 1. Heard learned counsel for the petitioner, learned
APP for the State and learned counsel for the informant.
2. The petitioner apprehends his arrest in connection
with Bhagwanpur Hat P.S. Case no.121 of 2024 registered under
Sections 498A, 341, 323 and 379 of the Indian Penal Code and
Section 3/4 of the D.P. Act.
3. As per the prosecution case, the informant states
that her marriage was solemnized with the petitioner in the year
2021. After some days of marriage, all accused persons
including the petitioner herein started to assault her mentally
and physically on account of non-fulfillment of demand of



dowry and ultimately ousted her from matrimonial house.

4. Learned counsel for the petitioner submits that earlier vide order dated 29.01.2025, the matter was sent to the Patna High Court, Mediation Center for reaching settlement between the parties and a report of the Mediation Center is available on the record.

5. A perusal of the same would go to show that memorandum of agreement has been reached between the parties in the Mediation Proceeding No. 184 of 2025 dated 24.04.2025. It clearly shows that the parties have reached a “One Time Settlement” on the terms and conditions as indicated in the said agreement. The agreement has been signed by both the petitioner and the informant along with their respective counsels. It has been agreed between the parties that a total amount of Rs. 1,60,000/- would be paid to the opposite party no. 2 by 23rd of July, 2025. It has also been agreed that upon payment of the amount and some other articles, both the parties would make their sincere efforts to withdraw the cases filed against each other. Both the parties shall not claim against each other in future in any manner.

6. The application for anticipatory bail is opposed by learned A.P.P. for the State. However, learned counsel for the



informant submits the anticipatory bail application of the petitioner may only be confirmed after the payment which is to be made to the opposite party no. 2.

7. In such view of the matter and also taking into consideration the mediation report of settlement between the parties, 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 provisional bail till 31.07.2025 in connection with Bhagwanpur Hat P.S. Case no.121 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 S.D.J.M/Successor Court, Siwan, subject to the condition laid down under Section 438(2) of the Code of Criminal Procedure/Section 482(2) of the B.N.S.S, 2023.

8. It is expected that as per the settled terms and conditions, the payment would be made on 23rd of July, 2025 and the opposite no. 2 would also co-operate by way of furnishing the Bank account number before the Court below.

9. Once the payment has been and the others articles have been exchanged, both the parties would appear before the Court below and file a joint petition whereafter the provisional



bail granted to the petitioner would be confirmed by the learned Court below.

10. In view of the above, the application stands disposed of.

(Soni Shrivastava, J)

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