

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.77491 of 2024

Arising Out of PS. Case No.-926 Year-2023 Thana- GAYA COMPLAINT CASE District-
Gaya

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Ajeet Kumar Son of Suresh Sharma R/O Village- Dihuri, P.S.- Atri, Dist.-
Gaya

... .. Petitioner/s

Versus

1. The State of Bihar
2. Soni Kumari Wife of Ajeet Kumar,D/O Anil Mistri R/O Village- Dihuri,
P.S.- Atri, Dist.- Gaya, Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Brijeshwar Narayan Singh, Advocate
For the Opposite Party/s	:	Mr.Yogendra Kumar, APP
For the O.P. No.2	:	Mr. Gajendra Kr. Singh, Advocate

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CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

4 25-06-2025 1. Heard learned counsel for the petitioner, learned

APP for the State and learned counsel for the opposite party

no.2.

2. The petitioner apprehends his arrest in connection

with Gaya Complaint Case no.926 of 2023 registered under

Sections 498A of the Indian Penal Code.

3. The case is one under Section 498A of the Indian

Penal Code and allegation against the petitioner, who happens to

be the husband of opposite party no.2, is of demand of dowry

and torture.

4. Learned counsel for the petitioner submits that

earlier vide order dated 22.03.2025, 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.383 of 2025 dated 14.05.2025. It clearly shows that the parties have agreed to live separately and they agreed for a payment of Rs. 6 lakhs as “One Time Settlement” for all the litigations between the parties. The first installment of Rs. 2 lakhs has been agreed to be paid at the time of furnishing of the bail bonds and with regard to remaining amount the schedule has been given in the memorandum of agreement. It has also been agreed that the parties will co-operate in filing a mutual divorce petition under Section 13B of the Hindu Marriage Act and would also withdraw their respective cases filed against each other.

6. The application for anticipatory bail is opposed by learned A.P.P. for the State. However, learned counsel for the informant has no objection for the same.

7. In view of such settlement which has been arrived at between the parties in the Patna High Court Mediation Center, 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 Gaya Complaint Case no.926 of 2023 on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each as well as proof of payment of the first installment of Rs.2 lakhs paid by the petitioner to the opposite party no.2 to the satisfaction of the learned Judicial Magistrate-1st Class, Gaya, 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 and subject to the further condition that both the parties would strictly abide to the terms and condition of the settlement. In any case of violation of the same, the opposite party no. 2 is at liberty to approach the learned Court below for cancellation of anticipatory bail of the petitioner.

(Soni Shrivastava, J)

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