

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74251 of 2024

Arising Out of PS. Case No.-746 Year-2021 Thana- GAYA COMPLAINT CASE District-
Gaya

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Randheer Kumar @ Randhir Kumar S/o Laxman Prasad Gupta R/o Village-
Chandpur, P.S.- Raghapur, District- Vaishali. At present resident at Mohalla-
Natu Halwai Tilkut Bhandar Mahat Par, P.S.- Bihar Sharif, District- Nalanda
... .. Petitioner/s

Versus

1. The State of Bihar
2. Rani Kumari W/o Randheer Kumar D/o Vishnu Prasad Gupta, R/o Mohalla-
Gandhi Nagar, Manpur, P.S.- Muffasil, District- Gaya
... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr.Sanjay Kumar Sharma, Advocate
For the Opposite Party/s :	Mr.Rajesh Kumar, APP
For the O.P. No.2 :	Mr. Kartik Kumar Sinha, Advocate

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CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

- 5 18-06-2025 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 Complaint Case no.746 of 2021 registered under Sections

498A,120B, 420 of the Indian Penal Code.
3. As per the prosecution case, the complainant 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. 183 of 2025 dated 20.05.2025. It clearly shows that the parties have reached a “One Time Settlement” on the terms and conditions as indicated in the said agreement and in pursuance thereof, a total amount of Rs.85,000/- has already been paid by the petitioner to the opposite party no.2. The agreement has been signed by both the petitioner and the complainant/opposite party no.2 along with their respective counsels and it has been stated that the settlement is full and final and both 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 opposite party no.2 has no objection for the same.

7. Taking into consideration the 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 anticipatory bail in connection with Complaint Case no.746 of 2021 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, 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.

8. It is expected that both the parties would strictly abide by the terms and condition of the settlement and the opposite party no.2 would co-operate in mutual divorce and both the parties will withdraw the cases filed against each other.

(Soni Shrivastava, J)

Harsh/-

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