

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.76416 of 2024

Arising Out of PS. Case No.-268 Year-2019 Thana- MOHANIYA District- Kaimur (Bhabua)

Nasim Ahmad S/o Md. Safi R/o Village- Mahmood Nagar, Makan No. 836,
Gali No. 6, P.S.- Civil Lines, District- Muzaffarnagar, Uttar Pradesh

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ravikumar Jaishwal S/o Dinanath Jaishwal R/o Bisauri, Dindayal Nagar,
P.S.- Dindayal Nagar, District- Chandauli, Uttar Pradesh

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Ashok Kumar Yadav, Adv.
For the State	:	Mr. Tarun Prasad Mandal, APP
For the O.P. No. 2	:	Mr. Vikash Kumar, Adv.

CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

6 12-08-2025 Heard learned counsel for the petitioner, learned
counsel for the O.P. No. 2 and learned APP for the State

2. The petitioner apprehends his arrest in connection with Mohania P.S. Case No. 268 of 2019, registered for the offences punishable under Section 406, 420, 120(B) of the Indian Penal Code.

3. The allegations in the F.I.R. arising out of a complaint filed by the O.P. No. 2 relates to dispute with regard to business and financial transaction, as the rice entrusted to the petitioner was not delivered thereby constituting an offence of cheating and criminal breach of trust.

4. Since the matter involves financial and business



transaction and upon an inclination shown by the parties to settle the issues, the matter had been sent to Patna High Court Mediation Center and by a Memorandum of Agreement dated 31.07.2025 passed in Mediation Proceeding No. 880 of 2025, the parties have resolved their differences upon the offer of the petitioner to pay an amount of Rs. 3,25,000/- (Rupees Three lakhs twenty five thousand) to the O.P. No. 2 by way of full and final settlement of grievances between parties. It has been agreed that the first installment of Rs. 1 lakh would be paid at the time of furnishing of the bail bonds and the other two installments would also be followed from the scheduled fixed in the Memorandum of Agreement which also refers to withdrawal of cases filed against each other.

5. Learned counsel for the O.P. No. 2 supports the factum of the compromise as indicated in the Memorandum of Agreement.

6. Considering the facts and circumstances and also the factum of compromise between the parties, let the petitioner, above named, in the even of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned



Chief Judicial Magistrate-I, Bhabhua, in connection with Mohania P.S. Case No. 268 of 2019, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure/482(2) of the B.N.S.S., 2023.

7. However, the learned Court below before accepting the bail bonds shall satisfy itself about the payment of the first installment of Rs. 1 lakh by the petitioner to the Opposite Party No. 2. It is expected that both the parties would strictly adherence to the terms and conditions settled between them and any violation of such terms and conditions would give the liberty to both the parties to take action against each other.

(Soni Shrivastava, J.)

Jyoti Kumari/-

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