

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.89701 of 2024

Arising Out of PS. Case No.-649 Year-2023 Thana- BIKRAMGANJ District- Rohtas

Shashank Kumar Singh S/O Sri Paras Nath Singh R/O Village- Lahuara, P.S-
Kargahar, Distt.- Rohtas.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Priyanka Kumari D/O Baliram Singh, W/O Shashank Kumar Singh R/O
Village- Dharupur, P.S- Bikramganj, Distt.- Rohtas.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Vivekanand Singh, Advocate
For the Opposite Party/s	:	Mr. Gauri Shankar Gupta, APP
For the O.P. No.2	:	Mr. Bindeswari Singh, Advocate

CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

4 07-08-2025 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 Bikramganj P.S. Case no.649 of 2023 registered under
Sections 498A, 323 and 34 of the Indian Penal Code and
Section 3/4 of the D.P. Act.

3. The case is one under Section 498-A of the Indian
Penal Code and petitioner is the husband. The allegations
against the petitioner is of demand of dowry and torture.

4. Learned counsel for the petitioner submits that
earlier vide order dated 27.01.2025, 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.163 of 2025 dated 17.07.2025. It has been agreed that for a payment of amount of Rs.45 lakhs by the petitioner to the opposite party no.2, one time settlement has been reached and the said payment would be full and final and all disputes, litigation and grievances between the parties would be resolved. The petitioner has already paid an amount of Rs.22 lakhs to the opposite party no.2 earlier and out of the remaining amount of Rs.23 lakhs, the petitioner was supposed to pay Rs.5 lakhs till 30.07.2025 by way of Online mode, but due to illness, the same could not be done. However, learned counsel for the petitioner agrees that the same would be done in another two weeks. And the further payment of Rs.9 lakhs would also be made as per the schedule agreed in terms of settlement.

6. The application for anticipatory bail is opposed by learned A.P.P. for the State. However, learned counsel for the informant supports the terms and conditions of the settlement.



7. In such view of the matter, I am inclined to grant the privilege of provisional bail to the petitioners upon making a payment of Rs.5,00,000/- (Rupees Five Lakhs Only) as a first installment, a receipt of which would be shown at the time of furnishing of the bail bonds. Thereafter, upon payment of next installment of Rs.9 lakhs, the provisional bail granted to the petitioners would be confirmed by the learned court below.

8. Considering the facts and circumstances of the case, let the above named petitioner in the event of his arrest or surrender before the learned Court below within a period of four weeks, be enlarged on provisional bail 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 court below where the case is pending/successor court in connection with Bikramganj P.S. Case no.649 of 2023, subject to the condition as laid down under Section 438 (2) of the Cr.P.C./482(2) of the B.N.S.S.

9. It is expected that both the parties would strictly abide by the terms and condition of the settlement and opposite party no.2 would co-operate in filing an application under Section 13B of the Hindu Marriage Act before the concerned Family Court and withdraw all cases filed against each other.



10. If any of the parties violates terms and conditions as agreed between them, the learned Court below would be at liberty to pass adverse order against them.

11. The application stands disposed of.

(Soni Shrivastava, J)

Harsh/-

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