

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.19264 of 2026

Arising Out of PS. Case No.-319 Year-2025 Thana- PHULPARAS District- Madhubani

Jitendra Kumar S/O Awadhesh Prasad @ Awdhesh Prasad R/O Village-
Alipur, P.S.- Hilsa, District- Nalanda

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Anil Kumar Singh
For the Opposite Party/s :	Mr. Jharkhandi Upadhyay, APP
	Mr. Ram Priya Sharan Singh
For the Informant :	Mr. Shubham Kumar
	Mr. Sushrut Shekhar
	Mr. Nishant Choudhary

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

4 09-04-2026 Heard the learned counsel for the petitioner, the learned APP for the State, and the learned counsel for the informant.

2. The parties have amicably settled their disputes. Pursuant to the order dated 01.04.2026, the parties have filed a Joint Affidavit.

3. The terms and conditions of the settlement, as incorporated in the joint affidavit, are as follows:-

“1. That Deponent No. 1 is the petitioner in the present bail application and Deponent No. 2 is the Informant of Phulparas P.S. Case No. 319 of 2025. Both the deponents are physically present before this Court



today and are fully conversant with the facts and circumstances of the case.

2. That the present joint affidavit is being sworn and filed in strict compliance with the order dated 01.04.2026 passed by this Court as per the submission of the parties, whereby Deponent No. 1 was granted provisional bail for a period of one week with a specific direction to both parties to appear personally and file a joint affidavit regarding the settlement of the dispute upon the payment of Rs. 12,00,000/- (Rupees Twelve Lakhs) to the informant.
3. That the parties have sat together and mutually agreed upon a structured payment schedule to realize the full and final settlement amount of Rs. 12,00,000/- (Rupees Twelve Lakhs).
4. That as per the mutually agreed terms, Deponent No. 1 (Petitioner) shall pay an initial amount of Rs. 3,00,000/- (Rupees Three Lakhs) to Deponent No. 2 (Informant) at the time of furnishing the bail bond before the Ld. Court below.
5. That the remaining balance of Rs. 9,00,000/- (Rupees Nine Lakhs) shall be paid by Deponent No. 1 to Deponent No. 2 in 3 (three) equal installments of Rs. 3,00,000/- (Rupees Three Lakhs) each. It is agreed that each of these three successive installments shall be paid at an interval of every 4 (four) months after furnishing bail bond.
6. That it is explicitly agreed that all the



aforementioned payments shall be directly transferred/credited to the bank account of Deponent No. 2 (Informant), the details of which are securely verified as follows:

***Account Holder Name: Om
Prakash Yadav***

***Bank Name: State Bank of
India (SBI)***

***Account Number:
38608352634***

IFSC Code: SBIN0017143

7. That the dispute between the parties, which fundamentally arose out of a financial transaction, has now been amicably and finally settled outside the court without any coercion, undue influence, or threat from either side.
8. That Deponent No. 2 (Informant) categorically declares that he has no objection whatsoever if the provisional bail granted to Deponent No. 1 (Petitioner) vide order dated 01.04.2026 is hereby confirmed and made absolute by this Hon'ble Court, subject to the strict compliance and realization of the aforementioned payment schedule by the Petitioner."

4. It has been submitted that an amount of Rs. 3,00,000/- (Rupees Three Lakhs) shall be paid to the informant at the time of furnishing the bail bonds, and the remaining amount of Rs. 9,00,000/- (Rupees Nine Lakhs) shall be paid in three equal installments at intervals of four months each.



5. The learned counsel for the informant has no objection if the provisional bail granted to the petitioner is extended/confirmed, subject to compliance of the settlement terms.

6. Considering the aforesaid facts and the amicable settlement between the parties, this Court is inclined to extend the provisional bail granted to the petitioner, *vide* order dated 01.04.2026, for a period of six weeks.

7. Accordingly, in the event of surrender before the Court below within six weeks from today, the petitioner shall be released on ***provisional bail*** by the Court below on the same bail bonds as furnished earlier.

8. The Provisional bail will be subject to the following conditions:

- (I). *The petitioner shall pay an amount of Rs. 3,00,000/- (Rupees Three Lakhs) to the informant at the time of furnishing the bail bonds.*
- (ii). *The petitioner shall strictly adhere to the payment schedule as agreed in the joint affidavit filed before this Court.*
- (iii). *All payments shall be made through bank transfer to the account of the informant as mentioned in the joint affidavit.*
- (iv). *The petitioner shall not tamper with evidence or influence witnesses in any manner.*



(v). *The petitioner shall cooperate in the trial and appear before the court below as and when required.*

(vi). *In case of default in payment of any installment, the provisional bail granted to the petitioner shall be liable to be cancelled and the petitioner will be taken into custody.*

(vii). *The provisional bail granted to the petitioner shall be confirmed by the Court below only after the entire payment is made to the informant within the stipulated time as agreed in the joint affidavit.*

9. With the aforesaid observations and directions, the application stands allowed.

10. It is made clear that any observation made herein is *prima facie* in nature and limited solely for the purpose of adjudication of the present bail application. Such observations shall not be construed as an expression on the merits of the case and shall not influence the trial or any other proceedings in any manner.

(Sandeep Kumar, J)

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