**IN THE HIGH COURT OF JUDICATURE AT PATNA**
**CRIMINAL MISCELLANEOUS No.31610 of 2026**

**CNR No. BRHC010450932026**

Arising Out of PS. Case No.-80 Year-2025 Thana- MAHILA PS District- Darbhanga

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Bunay Ray @ Bunay Kumar S/O Ram Jatan Ray R/O Village- Mishrauli, P.S- Benibad, P.O- Gaighat, District- Muzaffarpur.

... ... Petitioner/s

Versus

1. The State of Bihar
2. Manisha Kumari W/O Bunay Ray @ Bunay Kumar, D/O Ram Naresh Yadav R/O Village- Basaila, P.S.- Sadar, P.O.- Bhuskaul, Dist.- Darbhanga.

... ... Opposite Party/s

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**Appearance :**

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| For the Petitioner/s | : | Mr. Dileep Kumar Singh, Advocate |
| | : | Mr. Rikesh Sinha, Advocate |
| For the State | : | Mr. Pranav Kumar, APP |
| For the O.P. No.2 | : | Mr. Girish Chandra Jha, Advocate |
| | : | Mr. Pranav Kumar, Advocate |

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**CORAM: HONOURABLE MR. JUSTICE RAJIV ROY**

ORAL ORDER

4 23-11-2026 Heard Mr. Dileep Kumar Singh, learned counsel for the petitioner and Mr. Girish Chandra Jha, learned counsel representing the informant beside Mr. Pranav Kumar, learned APP representing the State.

2. The petitioner is apprehending his arrest in connection with Darbhanga Mahila P.S. Case No. 80 of 2025 registered for the offence punishable under Sections 85, 82(1), 126(2), 115(2), 352 and 3(5) of the B.N.S. and section 3 and 4 of the Dowry Prohibition Act, lodged on 01.07.2025 by the informant Manisha Kumari.

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3. Pursuant to the last order, the matter went to the Mediation Centre and as per the report dated 30.09.2026, it succeeded.

4. The memorandum of agreement signed between the parties stands incorporated hereinbelow:

***Patna High Court Mediation Centre***

***Memorandum of Agreement***

***Mediation Proceeding No.1249 of 2026***

***[Arising out of Criminal Miscellaneous No.31610 of 2026]***

*An agreement made on 30.09.2026 at the High Court Patna Mediation Centre, between,*

*Bunay Ray Bunay Kumar, S/o Ram Jatan Ray, R/o Village- Mishrauli, P.S, Benibad, P.O- Gaighat, District- Muzaffarpur.*

*--Petitioner/(First party).*

*And*

*Manisha Kumari, W/o Bunay Ray @ Bunay Kumar, D/o Ram Naresh Yadav R/O Village Basaila, P.S. Sadar, P.O. Bhuskaul, Dist.-Darbhanga.*

*--Opposite Party No.2/(Second party).*

*Both the parties appeared in the Mediation Proceeding along with their respective learned Counsels and they are ready to resolve their dispute through the process of Mediation on the following terms and conditions:-*

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*1. That after much persuasion both the parties agreed to live separately and for this the Petitioner (Bunay Ray @ Bunay Kumar) offered to pay Rs.2,80,000/-(Rupees Two Lakhs Eighty Thousand Only) as full and final settlement amount to the Opposite Party No.2 (Manisha Kumari) Opposite Party No.2 accepted the offer and gave her consent.*

*2. That both the parties jointly settle the dispute on terms that the petitioner pay Rs.2,80,000/-(Rupees Two Lakhs Eighty Thousand Only) to the Opposite Party No.2 namely Manisha Kumari and on 30.09.2026 the Opposite Party No.2 received the amount the above mentioned in terms of cash. The petitioner will also return the house hold articles and furniture today on 30.09.2026.*

*3. That both the parties have further agreed to withdraw cases (Civil/Criminal/Matrimonial) which they have file against each other in the light of the instant settlement.*

*4. That this settlement shall be full and final settlement. No party shall claim further any amount in future, against each other, in any manner.*

*5. That both the parties agreed to live separately. They mutually agreed to file divorce case in concerned Court within four weeks from the date of agreement and after that both the parties*

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*are free to lead their life as per their own will.*

*6. That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted the same.*

*7. That in the above terms and conditions the present settlement has been arrived at between the parties and both parties have signed in presence of their respective learned counsels, who have also put their signature on this agreement.*

5. Taking into account the positive development that has taken place and expecting the parties to strictly abide by the terms and conditions, this Court is inclined to extend relief to the petitioner.

6. Let the petitioner be released on bail in the event of arrest or surrender within a period of four weeks from the receipt of this order, on furnishing bail bond of Rs. 10,000/- (Ten thousand) with two sureties of like amount each to the satisfaction of learned Sub-Divisional Judicial Magistrate, Darbhanga, in connection with Darbhanga Mahila P.S. Case No. 80 of 2025 subject to the following conditions:-

(i) one of the bailor should be the family member/relative of the petitioner who shall provide official document (Aadhar Card/Voter Id/Driving License/Pan Card) to

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show his/her bona fide;

(ii) the petitioner shall appear on each and every date before the Trial Court and failure to do so for two consecutive dates without plausible reason will entail cancellation of his/her bail bond by the Trial Court itself;

(iii) the petitioner shall in no way try to induce or promise or threat the witnesses or tamper with the evidences, failing which the State shall be at liberty to take steps for cancellation of the bail bonds;

(iv) the petitioner shall desist from committing any criminal offence again, failing which the State shall be at liberty to take steps for cancellation of bail bonds.

**(Rajiv Roy, J)**

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