

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.47512 of 2026

Arising Out of PS. Case No.-77 Year-2026 Thana- PARSABAZAR District- Patna

1. Prem Chand Jee @ Aditya, Male, aged around 42 years.
2. Dheeraj Kumar, Male, aged around 34 years,
Both are sons of Mohan Chaudhary, resident of Roop Anand Enclave, Flat
No. 2 A, Morabadi, P.S - Bariyatu, District - Ranchi

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Sanjay Kumar S.K., Advocate
For the informant	:	Mr. Arvind Kumar Mouar, Advocate
For the State	:	Mr. Satyendra Prasad, A.P.P.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 29-07-2026 Heard Mr. Sanjay Kumar S.K., learned counsel

appearing on behalf of the petitioners; Mr. Satyendra Prasad,

learned APP for the State and Mr. Arvind Kumar Mouar,

learned counsel for the informant.

2. The petitioners seek pre-arrest bail in connection
with Paras Bazar P.S. Case No. 77 of 2026 registered for the
offence(s) punishable under Sections 318(4), 61(2) and 3(5) of
the BNS.

3. As per the allegations made in the FIR, the
petitioners, by representing themselves as counsellor, had
allegedly took a sum of Rs. 16,00,000/- from the informant on
the pretext of securing admission for the son of the informant to



a medical college in Rajasthan.

4. Learned counsel appearing on behalf of the petitioners and the informant jointly submitted that a sum of Rs.16,00,000/- was exchanged between the parties. Both parties acknowledge that in light of the allegations made in the FIR, the said arrangement may be considered void as being immoral in nature. In these circumstances, the parties to buy peace of mind have expressed their willingness to sit together and resolve the dispute amicably outside the Court.

5. Learned counsel appearing on behalf of the respective parties, on instruction, submitted that the petitioners and informant have agreed to appear before the learned District Court at 10:30 A.M. on or before 14.08.2026, so that the matter can be referred to the District Mediation Centre.

6. Heard the parties.

7. This court finds that if two persons agreed to commit an act which is an offence in eye of law and the agreement failed because the crime could not be committed, it cannot be said that it constitutes an offence when the agreement itself was an offence. Law in this regard is well settled by the Apex Court in the case of ***Deepak Kumar Shrivastava and Anr. vs. State of Chhattisgarh and Ors.*** reported in (2024) 3 SCC 601 in



para nos. 15 and 16 which are as under:

“15. A reading of the entire material on record clearly reflects that it was totally an unlawful contract between the parties where money was being paid for securing a job in the government department(s) or private sector. Apparently, a suit for recovery could not have been filed for the said purpose and even if it could be filed, it could be difficult to establish the same where the payment was entirely in cash. Therefore, Respondent 6 found out a better medium to recover the said amount by building pressure on the appellant and his brother by lodging the FIR. Under the threat of criminal prosecution, maybe the appellant would have tried to sort out and settle the dispute by shelving out some money.

16. In conclusion, certain key observations from the factual matrix warrant a closer reflection. Prima facie, the conduct exhibited by the parties involved appears tainted with suspicion, casting a shadow over the veracity of their claims. The report from the previous inquiry reflects a convoluted landscape and unveils a trail of unethical, maybe even criminal behaviour from both parties. The unexplained inordinate delay in bringing these allegations to the police's attention despite knowledge of previous inquiry, raises even more doubts and adds a layer of scepticism to the authenticity of the claims. The facts stated, as well as the prior inquiry, reveal a shared culpability between the parties, indicative of a complex web of deceit, and unethical transactions where even civil remedies may not be sustainable. Thus, the object of this dispute, manifestly rife with mala fide intentions of only recovering the tainted money by coercion and threat of criminal proceedings, cannot be allowed to proceed further and exploit the time and resources of the law enforcement agency.”

8. Both the parties have willingly desired to appear before the learned District Court on or before 14.08.2026, so that the matter can be referred to the District Mediation Centre.

9. Learned District Court is directed to take necessary steps to refer the matter before the learned Mediator of the



District Mediation Center by fixing a date for appearance of the parties to give effect to “Mediation for the Nation 2.0”.

10. Thereafter, learned Mediator of the District Mediation Center concerned shall make his/her best efforts to settle the dispute amicably, also taking into account the law laid down by the Apex Court in case of **Deepak Kumar Shrivastava** (*supra*) and submit his/her report before the concerned learned District Court, well within a period of three months, till then, no coercive action shall be taken against the petitioners in connection with the aforesaid case.

11. In case, the parties resolve their dispute amicably or arrive at a mutual settlement, in light of the law laid down by the Apex Court as referred hereinabove, if the learned District Court deems it fit and proper, may proceed to pass order in accordance with the law laid down by the Apex Court.

12. In case of failure on the part of the petitioners to appear on or before 14.08.2026 before the learned District Court or any date fixed by the learned Mediator, the interim protection granted to the petitioners shall automatically lose its force.

13. In case, it is deliberate on the part of the O.P. No.2 to reconcile, then in that case, the interim protection granted to the petitioners shall continue and the trial shall proceed in



accordance with law.

14. In case, the parties fail to reconcile, then in that case, parties may avail appropriate remedy. Then also, petitioners are directed to be released on pre-arrest bail on such terms and conditions as the learned District Court deems it fit and proper.

15. If both the parties arrive at amicable settlement, then they must withdraw the criminal cases, if any, which they have lodged against each other.

16. In view of the aforesaid direction and observation, the learned District Court may pass order in accordance with law. The present application stands disposed of.

17. Let a copy of this order be communicated to the Member Secretary, Bihar State Legal Services Authority and the Patna High Court Mediation Centre for the purpose of record.

(Purnendu Singh, J)

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