IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.48990 of 2026

CNR No. BRHC010646652026

Arising Out of PS. Case No.-703 Year-2025 Thana- COMPLAINT CASE - PATNA CITY District- Patna

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1. Naresh Rai S/o Asharphi Rai R/o Village - Akaluchak, Post - Chandmari, P.S - Shahpur, District - Patna
2. Azad Kumar S/o Premdhar Rai R/o Mohalla - Mobarakpur, Post - Danapur Cant, P.S - Shahpur, District - Patna

... ... Petitioner/s

Versus

1. The State of Bihar.
2. Manoj Kumar S/o Sri Shatrudhan Rai R/o Mohalla - Naya Tola, Paharpur (West), P.O - Paharpur, P.S - Juravanpur, District - Vaishali, At present R/o - Tenant in the House of Damodar Ram, Nawabganj Colony, P.S - Malsalami, District - Patna.

... ... Opposite Party/s

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Appearance :
For the Petitioner/s : Mr. Sanjay Kumar, Advocate
For the Opposite Party/s : Mr. Yogendra Kumar Singh, APP
For the Informant : Ms. Moni Kumari, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJIV ROY

ORAL ORDER

4 04-11-2026 Heard the parties.

2. The petitioners are apprehending their arrest in connection with Complaint Case No. 703 of 2025 for the offence under sections 316(2), 351(2), 318(4) of the Bharatitya Nyaya Sanhita.

3. The case relates to a complaint filed on behalf of the complainant and alleged that for a piece of land certain amount was given but as the land came in the category of restricted list, no conversion took place and the amount was also

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not returned which led to the complaint.

4. Earlier, vide an order dated 29.07.2026 the matter was sent to the Mediation Center and as per the report dated 21.08.2026 it succeeded.

5. It is important to incorporate the agreement signed between the parties on 19.08.2026 which read as under:

Patna High Court Mediation Centre Memorandum of Agreement

Memorandum of Agreement

Mediation Proceeding No. 1144 of 2026

[Arising out of Criminal Miscellaneous No.48990 of 2026]

An agreement made on 19.08.2026 at the High Court Patna Mediation Centre, between,

1. Naresh Rai, Son of late Asharphi Rai, resident of Village-Akaluchak, Post-Chandmari, P.S.-Shahpur, District-Patna.

2. Azad Kumar, Son of Premdhar Rai, resident of Mohalla-Mobarakpur, Post-Danapur Cant, P.S.-Shahpur, District-Patna.

..... Petitioners/(First Parties).

And

Manoj Kumar, Son of Sri Shatrudhan Rai, resident of Mohalla-Naya Tola, Paharpur (West), P.O.-Paharpur, P.S.-Juravanpur, District-Vaishali, at Present reside at Tenant in the house of Damodar Ram, Nawabganj Colony, P.S.-Malsalami, District-Patna.

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

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

1. That after great persuasion, both the parties agreed to settle the dispute and for this the petitioners offered to pay Rs.27,50,000/- (Rupees Twenty Seven Lakh Fifty Thousand Only) as full and final settlement amount to the Opposite party No. 2 (Manoj Kumar) and the Opposite party No. 2 accepted the offer and gave his consent.

2. That the petitioners agreed to pay the aforesaid settlement amount in the sum of Rs.27,50,000/-(Rupees Seven Lakh Only) in three installment in following manner;-

3. The first installment of Rs.5,00,000/- (Rupees Five Lakh) shall be given to the Opposite Party No. 2 on or before 19.09.2026 by way of Demand Draft/RTGS in account Number-30331787305 of State Bank Branch, Bankaghat, Patna, IFSC-SBIN00063080 to the Opposite Party No. 2 namely Manoj Kumar.

4. That the Second installment of Rs.11,50,000/- in the month of November, 2026 i.e. on 19.11.2026 and the last installment of Rs.11,00,000/- (Rupees Eleven Lakh) shall be paid in the month of January, 2027 i.e. on 12.01.2027 to the Opposite Party No. 2 namely Manoj Kumar.

5. That before the payment of last installment both the parties will file a jointly petition before concerned Court and withdraw the entire

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dispute among them.

6. That the opposite party No. 2 agreed on this payment and this settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

7. That both the parties submit that there will be no further disputes will arise in the same matter/same land.

8. That both the parties agreed that any case filed against each other shall be withdrawn after making full and final rest payment of Rs.27,50,000 (Rupees Twenty Seven Lakh Fifty Thousand).

9. That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted there upon.

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

(Naresh Rai) (Manoj Kumar)

Signature of the petitioner No.1 Signature of petitioner No. 2

Date-19.08.2026 Date- 19.08.2026

(Azad Kumar),

Signature of the petitioner No.2,

Date-19.08.2026

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Signature of the petitioner Advocate
AUIN-01202
Date- 19.08.2026

Signature of the O.P. No.2, Adv.
AUIN-
Date- 19.08.2026

6. Learned counsel for the petitioners and the complainant are agreed on the point that in the light of the Mediator's report, an appropriate order can be passed.

7. Taking into account the submissions of the parties as also that the mediation has succeeded, in that background, this Court is inclined to extend them the privilege of anticipatory bail with conditions subject to fulfillment of each and every content of the agreement signed between the parties and failure on behalf of the petitioners to abide by it, the opposite party no. 2 shall be free to take steps for cancellation of bail bond.

7. Let the petitioners 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) each with two sureties of like amount each to the satisfaction of learned Court of J.M, 1st class, Patna City, Patna in connection with Complaint Case No. 703 of 2025 subject to the following conditions:

(i) one of the bailor should be the family member/relative of the petitioners who shall provide official

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document (Aadhaar Card/Voter ID Card/Pan Card/Driving License) to show his/her bona fide;

(ii) the petitioners 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 their bail bond by the Trial Court itself;

(iii) the petitioner shall be appearing before the Police Station as and when required for cooperating in the investigation;

(iv) the petitioners 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;

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

(Rajiv Roy, J)

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