

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.61291 of 2025

Arising Out of PS. Case No.-584 Year-2024 Thana- LAHERIMUHALLA District- Nalanda

Aditya Anand S/o Manoj Kumar R/o Mohalla - Kali Asthan Gali, Near -
Mobile Tower, Gulzarbag, P.S - Sultanganj, District - Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Sri Kant Kumar Verma S/o Sitaram Verma R/o Village - Maghra, P.O -
Maghra, P.S - Deep Nagar, District - Nalanda

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Saroj Kumar, Adv.
For the Opposite Party/s : Mr. Md. Shakir Ahmad, APP

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

8 18-06-2026 Heard learned counsel for the petitioner and learned
A.P.P. for the State.

2. The petitioner apprehends arrest in connection with
Laheri P.S. Case No. 584 of 2024 registered for offences under
Section 316(2) and 318(2) of the I.P.C.

3. As per the prosecution case, the petitioner is alleged
to have defalcated the money of the informant.

4. Learned counsel for the petitioner submits that the
petitioner is quite innocent and he has falsely been implicated in
this case. Learned counsel submits that the parties have settled
the dispute and the memorandum of agreement has been signed.

The memorandum of agreement reads as follows:-

*“Both the parties appeared in the
Mediation Proceeding along with their*



Advocates and ready to resolve the 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 petitioner offered to pay Rs.3,00,000/- (Rupees Three Lakhs Only) as full and final settlement amount to the O.P. No. 2 (Sri Kant Kumar Verma). O.P. No. 2 accepted the offer and gave her consent.

2. That the petitioner has paid Rs. 75,000/- (Rupees Seventy Five Thousand Only) to the O.P. No. 2, namely, Sri Kant Kumr Verma through online payment bearing transaction ID No. UTR012947788785, dated 12.05.2026, the rest amount of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand Only) shall be paid in equal installment of every months through Online/Bank Draft/NEFT of every month on or before 05th of the month and last installment of Rs. 75,000/- (Rupees Seventy Five Thousand Only) shall be paid on or before 05th of August, 2026.

3. This settlement shall be full and final settlement and no party shall claim in future against each other, in any manner.

4. That both the parties agreed that any case filed against each other shall be withdrawn. Laheri Mohalla P.S. Case No. 584 of 2024, pending in the Court below at Nalanda shall be withdrawn by the O.P. No. 2, namely, Sri Kant Kumar Verma.

5. That the above contents of the agreement have been read over and explained to



us in Hindi which are/have fully understood and accepted there upon.

6. 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.”

5. In view of the above, the prayer for anticipatory bail is allowed.

6. Accordingly, let the petitioner, above-named, in the event of arrest or surrender within four weeks from today in the Court below, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand Only) with two sureties of the like amount each to the satisfaction of learned Court below where the case is pending/successor Court in connection with Laheri P.S. Case No. 584 of 2024, subject to the conditions as laid down under Section 482(2) of the B.N.S.S.

7. The petitioner shall abide by the terms of agreement as per the mediation, failing which the anticipatory bail granted to the petitioner shall be cancelled by the court below on an application being filed by the other side.

(Sandeep Kumar, J)

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