

IN THE HIGH COURT OF JUDICATURE AT PATNA

CRIMINAL MISCELLANEOUS No.61132 of 2025

Arising Out of PS. Case No.-1 Year-2025 Thana- THAKURGANJ District- Kishanganj

Kumar Aashish S/O Late Arjun Prasad Gupta R/O House No. 68, Sitarampur Sultanganj, Dist.- Bhagalpur. Present R/O 1238 Garden Street New Baru North, Carolina, Usa- 28562

... .. Petitioner/s

Versus

1. The State of Bihar
2. Satyanarayan Gupta S/o-Late Firangi sah,R/o-Main Road,Ward no.- 09,Nagar Panchayat Thakurganj,P.S.-Thakurganj,Dist.-Kishanganj

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Shashi Shekhar Tiwary
For the State	:	Mr.Sunil Kumar Pandey
For the O.P. No. 2	:	Mr. Suni8l Kuymar

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 5 20-02-2026
1. Heard learned Counsel for the petitioner, learned Counsel for the Opposite Party No. 2/informant and learned Additional Public Prosecutor for the State.
 2. This application, for grant of anticipatory bail, arises out of Thakurganj Police Station Case No. 01 of 2025, dated 03.01.2025, disclosing offences punishable under Sections 319(2)/318(4)/316(2)/61(2) of the Bhartiya Nyaya Sanhita, 2023 and Section 3/4 of the Dowry Prohibition Act.
 3. The prosecution case, as per the First Information Report, is that the marriage of the daughter of the Opposite Party



No. 2 was fixed with the petitioner and on the demand of the petitioner and his mother, the informant paid a sum of Rs. 38,00,000/- to the petitioner side. After the payment, ring ceremony was solemnized and the date of marriage was fixed on 05.12.2024, at Mayfair Hotel, Purnea, for which the informant has paid a sum of Rs. 5.5 lakhs as advance. It has been alleged that due to further demand of Rs. 10,00,000/- dowry by the petitioner and his mother, the informant refused to marry his daughter with the petitioner.

4. Earlier, the matter was referred to mediation centre by this Court vide order, dated 17.12.2025.
5. Learned Counsel for the petitioner submits that the mediation has been successful and both the parties have settled their dispute through process of mediation, wherein the petitioner has offered to pay a sum of Rs. 26,00,000/- as full and final settlement and the informant has accepted the offer. In accordance with the terms of settlement, mutually arrived at by the parties, having been recorded in the mediation report, dated 05.02.2026, passed in Mediation Proceeding No. 1699 of 2025, the petitioner was required to pay a sum of Rs. 6,00,000/- to



the informant on the date when this application will be taken up for hearing.

6. Today, learned Counsel for the petitioner has produced a demand draft of State Bank of India, bearing D. D. No. 622333, dated 10.02.2026, of a sum of Rs. 6,00,000/-, prepared in the name of the informant.
7. The original copy of the bank draft is handed over to Mr. Sunil Kumar, learned Counsel for the informant- Opposite Party No. 2.
8. Considering the submissions advanced by the parties and taking into consideration the terms of settlement arrived at between them in mediation and in the interest of both the parties, I am inclined to grant the petitioner privilege of anticipatory bail, subject to condition that the petitioner shall abide by the terms and condition of the settlement, arrived at and signed by both the parties in mediation.
9. With the aforesaid observations and direction, this application is allowed.
10. Let the petitioner, above named, in the event of his arrest or surrender before the Court below within a period of four weeks from today, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties



of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Kishanganj, in connection with Thakurganj Police Station Case No. 01 of 2025, subject to the condition that the petitioner shall strictly abide by the terms and condition of the agreement, dated 14.11.2025.

(Anil Kumar Sinha, J.)

Prabhakar Anand/-

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