

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.4921 of 2023

Arising Out of PS. Case No.-614 Year-2013 Thana- PURNIA COMPLAINT CASE District-
Purnia

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Nitu Kumari W/O Sanjay Kumar Singh, D/O Kaladhar Mandal @ Kalanand Prasad Singh Resident Of Mohalla- Gandhi Nagar, P.S.- K.Hatt, District- Purnea

... .. Petitioner/s

Versus

1. The State of Bihar
2. Sanjay Kumar Singh Son of Shiv Narayan Prasad Singh Resident of Village- Mathurapur, P.S.- Khagaria, District- Khagaria

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Vishwajeet Kumar Mishra, Advocate Mr. Surendra Kumar Mishra
For the Opposite Party/s :		Mr. Jai Narain Thakur
For the O.P. No. 2	:	Mr. N.K. Agrawal, Sr. Advocate Mr. Vijay Anand, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

14 02-04-2026 Heard the learned counsel for the petitioner, the learned counsel for the State and the learned Senior Counsel for the O.P. No. 2.

2. This is an application for cancellation of anticipatory bail granted to the O.P. No. 2 on 03.11.2022 by this Court in Cr. Misc. No. 11675 of 2022.

3. Both the parties have entered into a compromise and filed joint compromise petition. The compromise petition reads as follows:-

“1. That the present case has arisen out of complaint case No. 614/2013 which was



lodged before the Learned S.D.J.M. Purnea for matrimonial dispute between the parties which led to registration of the present case under section 498'A' of the I.P.C. & other section.

2. That with the intervention of family members, well wishers and respectable person of the society, the parties have amicably resolved their disputes and as such the present compromise petition is being filed.
3. That it is stated that as per terms of settlement the husband has agreed to pay a total sum of Rs. 75,00,000/- (Seventy Five Lakhs Only) to the Wife namely Nitu Kumari towards full and final settlement of all claims including Maintenance (present and future).
 - Permanent alimony
 - Stridhan
 - Any other claim whatsoever
4. That the aforesaid agreed/settled amount shall also include provisions for the welfare, maintenance and future security of the minor male child namely Krishna born out of the wedlock between the parties but this will not defeat the coparcenary rights of the child namely Krishna in the HUF.
5. That the payment shall be made in following manner:-



- i. Rs. 25,00,000/-(Twenty five Lakhs) paid on the date of the final order passed in the present case.
- ii. 2nd payment Rs. 25,00,000/- (Rupees Twenty Five Lakhs) to be paid at the time of filing of divorce case, by mutual consent (13'B' of Hindu Marriage Act) before the Learned court of Principal Judge, Family Court, Purnea) and
- iii. 3rd and final payment of Rs. 25,00,000 (Rupees Twenty five Lakhs) will be paid at the time of Final disposal of Divorce case with mutual consent.

6. That parties have agreed to file a petition for divorce by mutual consent under Section 13 'B' of Hindu Marriage Act before the Principal Judge, Family Court Purnea within a month from the date of the order passed in the present case and the parties also agreed to cooperate to disposal the case expeditiously. The Husband agreed to pay the 2nd Installment at the time of institution of Section 13 B Petition.

7. That the wife agreed that from the date of the order passed in the criminal miscellaneous no.4921/2023 the maintenance amount as fixed by the learned Principal Judge, Family Court Purnea dated 29.05.2024 passed in Miscellaneous case no. 67/2019 shall immediately stop and stoppage of



maintenance amount will not be treated as contempt of courts order.

8. That the wife has agreed that upon receipt of the entire agreed/settled amount, she shall have no further claims against the husband and his family members.
9. That wife undertakes that she has no objection if the Complaint Case No. 614/2013 pending in the court of Learned S.D.J.M. Purnea be quashed by the order of this Hon'ble court.
10. That the wife has agreed to keep the male child and will maintain, look after and shall bear all cost of his education or any other expenses incurred for the livelihood/maintenance of the son but this never defeats the coparcenary right of his son in the HUF.
11. That the present compromise has been entered into voluntarily, without any coercion, undue influence, or pressure by both the parties.
12. That since both parties have agreed for one time settlement and for mutual divorce, hence both the parties are at liberty to lead their own life in their own free will and from this either of the party will have no grievances.
13. That non-compliance of the terms of this compromise application shall be considered



as contempt of court for both the parties and will vitiate the Divorce Decree u/s 13-B (if any) and the wife as well as husband shall have the right to file money suit as well as criminal case if both the parties do not fulfil the terms of compromise.”

4. Pursuant to the aforesaid compromise, an amount of Rs. 25 Lakh has already been given by the husband to the wife through RTGS transfer and the learned counsel for the O.P. No. 2 further submits that the amount has been transferred in the account of the petitioner-wife as per the agreement.

5. The learned counsel for the petitioner-wife submits that the petitioner-wife will do her part as agreed.

6. In these circumstances, this application is disposed of in the terms and conditions of the compromise petition.

7. In case either of the parties fails to comply with the terms and conditions as mentioned in the compromise petition, they will be liable to be proceeded against under contempt jurisdiction.

8. The O.P. No. 2-husband will not make any further payment pursuant to the maintenance of the Principal Judge, Family Court, Purnea.

9. It is clarified that the petitioner-wife will file an



application for withdrawal of the criminal cases filed by her
against the O.P. No.2.

(Sandeep Kumar, J)

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