

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.79682 of 2025

Arising Out of PS. Case No.-822 Year-2024 Thana- GAYA COMPLAINT CASE District-
Gaya

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Dharmendra Kumar S/O Nagendra Prasad R/O Village- Bakhtar, P.S- Khizer-sarai, Distt.- Gayaji. At present R/O Mohalla- New Godown, Narhan Kothi, P.S- Kotwali, Distt.- Gayaji.

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Chitranjan Kumar S/O Ram Pravesh Sharma R/O Village- Kormatthu, P.S- Belaganj, Distt.- Gayaji.

... .. Opposite Party/s

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Appearance :
For the Petitioner/s : Mr.Sunil Kumar
For the Opposite Party/s : Mr.Humayou Ahmad Khan

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

4 15-04-2026 1. Heard the parties.

2. The petitioner apprehends his arrest in connection with Complaint Case No. 822 of 2024 dated 07.06.2024 registered for the offence punishable under 138 of the N.I. Act and Section 420, 406 of the I.P.C.

3. The prosecution story in nutshell is that the complainant gave a sum of Rs. 1,00,000/- to the petitioner on 19.07.2023 for some urgent work. Again, on the request of the petitioner, he paid Rs. 5,07,000/- in cash and Rs. 23,000/- through Phone Pay and the petitioner promised to return the said amount within two months. On demand, the petitioner issued three cheques of S.B.I. for Rs. 1,00,000/- on 01.04.2024, Rs. 5,00,000/- on



20.04.2024 and Rs. 30,000/- on 10.04.2024 respectively which were presented by the complainant in his Punjab National Bank, Silaunja Branch on 22.04.2024 but the same were returned by the P.N.B. due to insufficient fund and the cheques could not be encashed.

4. Learned counsel for the petitioner submits that petitioner is innocent and has falsely been implicated in this case by the complainant due to malafide intention and ulterior motive inasmuch as he has not committed any offence in the manner alleged. He further submits that the petitioner has taken loan of Rs. 1,00,000/- from the opposite party no. 2 as he was facing hardship and in lieu thereof the opposite party no. 2 has taken three blank cheques of SBI as guarantee of the said amount. It is further submitted that the petitioner has taken loan of only Rs. 1,00,000/- from the opposite party no. 2 but with malafide intention and ulterior motive the opposite party no. 2 has alleged that petitioner has taken loan of Rs. 6,30,000/-. He also submits that petitioner has requested for some time so that he could pay the loan amount of Rs. 1,00,000/- but without consent of the petitioner the opposite party no. 2 deposited all the three blank cheques taken by him at the time of providing loan amount of Rs. 1,00,000/- by filling up total amount of Rs. 6,30,000/-



against the loan amount of Rs. 1,00,000/- only.

5. Learned counsel next submits that the matter was sent for mediation by this Court vide order dated 11.02.2026 and final mediation report is on record (flag- 'M'). From perusal of the same it appears that both the parties arrived at amicable settlement and have jointly signed the agreement containing terms and conditions of compromise on 26.03.2026. The terms and conditions of settlement are quoted hereinbelow:-

1. That after great persuasion, both the parties agreed to settle the dispute and for this the petitioners offered to pay Rs. 4,00,000/- (Rupees Four Lakh Only) as full and final settlement amount to the Opposite party No.2 Prabha Devi wife of Late Chitranjan Kumar and the Prabha Devi wife of Late Chitranjan Kumar accepted the offer and gave his consent.

2. That the petitioner agreed shall be paid first installment of Rs.1,00,000/- (Rupees One Lakh) at the time of furnishing bail bond before the learned Court below, 2nd installment of Rs.1,00,000/- (Rupees One Lakh) after one month of the date of furnishing bail bond. 3rd installment of Rs.1,00,000/- (Rupees One Lakh) after one month of second installment and 4th and final installment of Rs.1,00,000/- (Rupees One Lakh) after one month of 3rd installment. The payment shall be made through Demand Draft/RTGS/Online issued in the name of opposite party No.2 namely Prabha Devi wife of Late Chitranjan Kumar.



3. 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 related to present case.

4. That both the parties agreed that any case filed against each other shall be withdrawn after making full and final payment of Rs.4,00,000 (Rupees Four Lakh).

5. 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.

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.

6. Learned counsel for opposite party no. 2 supports the argument of learned counsel for the petitioner regarding amicable settlement arrived at between the parties through the process of mediation.

7. Considering the fact that the matter has been compromised and both parties have arrived at amicable settlement before the learned Mediator and mediation report has been submitted by the learned Mediator having the terms and conditions of compromise, I am inclined to grant the petitioner privilege of anticipatory bail subject to the condition that the



petitioner shall abide by the terms and conditions entered into between them before the learned Mediator mentioned in the mediation report dated 26.03.2026.

8. Let the petitioner, above named, in the event of his arrest / surrender before the learned court below within a period of six weeks from today be released on anticipatory bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of Sri Sanjay Kumar, learned Judicial Magistrate, 1st Class, Gaya in connection with Complaint Case No. 822 of 2024 subject to the condition as laid down under Section 482(2) of the B.N.S.S. 2023.

(Anil Kumar Sinha, J)

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