

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.91843 of 2025

Arising Out of PS. Case No.-286 Year-2024 Thana- BEUR District- Patna

Dr. Amarnath Kumar @ Amarnath Kumar S/O Ram Pukar Paswan R/O Vill.-
Paharpur, Bishunpur Railway Station Road, Mahnar, P.S.- Mahnar, Dist.-
Vaishali.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kumari Punam @ Kumar Prativa @ Prativa Paswan W/O Dr Amarnath
Kumar @ Amarnath Kumar R/O Paharpur Pakri, P.S.- Mahnar, D/O
Sudarshan Paswan, R/O Bishanpur Pakri, P.S.- Beur, Dist.- Patna.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Rakesh Bihari Singh, Advocate
For the State	:	Mr. Satya Nand Shukla, APP
For the O.P. No. 2	:	Mr. Swati Mishra, Advocate

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

8 27-04-2026 Heard learned counsel for the petitioner, learned APP
for the State and learned counsel for the Opposite Party No. 2.

2. The petitioner is apprehending arrest in connection
with Beur P.S. Case No. 286 of 2024, dated 04.06.2024, lodged
under Section 341, 323, 498-A, 494, 504 and 34 of the Indian
Penal Code.

3. As per the prosecution, the FIR has been lodged
against five named accused persons, including the present
petitioner, alleging that all the accused persons tortured and
assaulted the informant for non-fulfilment of the dowry demand.

4. It has been jointly submitted by learned counsel for



both parties that, in compliance of Order No. 6 dated 03.04.2026, both parties appeared before the Patna High Court Mediation Centre, where a settlement agreement was prepared with their consent, and they are directed to settle their dispute in terms of the said settlement agreement. The contents of the Memorandum of Settlement are reproduced as under:-

1. Whereas, the parties were married on 02.12.2005 in accordance with Hindu customs & Rites and they have got a girl child namely Aditi Maurya, aged about 16 years from the wedlock. Subsequently the matrimonial relationship between the parties got deteriorated which led to lodging of an FIR bearing Beur P.S. Case No.286 of 2024 by the Opposite Party No.2/2nd party in which cognizance has been taken by the Court of Ld. Additional Chief Judicial Magistrate, 1st Class, Patna U/s 498A, 341, 323, 494, 420 and 504 of IPC against the petitioner/1st party.

2. Whereas, the petitioner/1st party preferred an Anticipatory Bail application before the Hon'ble Patna High Court bearing Criminal Miscellaneous No.91843 of 2025. In connection with the said case the parties appeared before the Hon'ble Court on 03.04.2026 and they became ready to settle their dispute on payment of permanent



alimony amount of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs Only) by petitioner/1st party to Opposite Party No.2/2nd party, in six installments. In view of such agreement made before the Hon'ble Court on 03.04.2026 the Hon'ble Court has referred the matter for preparation of settlement agreement in presence of all the parties with their respective Counsels. Accordingly the parties were present on 06.04.2026, as per the direction of Hon'ble Court, for preparation of the settlement agreement as per their consent.

3. The parties have agreed to settle their dispute under the following terms & Conditions:-

(i) The petitioner/1st party will pay total sum of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only) to the Opposite Party No.2/2nd party as alimony for herself and for maintenance of their minor female child in following installments:-

a) The petitioner/1st party has paid Rs. 10,00,000/- (Rupees Ten Lakhs only) today on 06.04.2026 to the Opposite Party No.2/2nd party by way of Bank Draft bearing No.669934, dated 06.04.2026 drawn on the State Bank of India, in the name of Kumari Pratibha which is one of the alias names of Opposite Party No.2/2nd party and the same



has been handed over to the Opposite Party No.2/2nd party and she is putting her signature on this settlement as a token of acknowledgment of receipt of the bank draft, as aforesaid.

(b) The next installment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) will be paid by the petitioner/1st party to the Opposite Party No.2/2nd party on 09.04.2026 by way of bank draft prepared in the name of Opposite Party No.2/2nd party, namely Kumari Pratibha.

(c) The petitioner/1st party will pay the next installment amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) to Opposite Party No.2/2nd party on 15.05.2026 by way of a bank draft in the name of Opposite Party No.2/2nd party, namely Kumari Pratibha and after receiving the installment amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) the Opposite Party No.2/2nd party will file a petition for withdrawal of Maintenance Case No.8 M/2023 pending before the Ld. Principal Judge, Family Court, Patna on 16.05.2026, i.e. the next date fixed in the said Maintenance Case.

(d) The next installment of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) will be paid by the petitioner/1st party



to the Opposite Party No.2/2nd party on 15.06.2026 by way of a bank draft prepared in the name of Opposite Party No.2/2nd party namely Kumari Pratibha and thereafter the parties will file a joint petition for divorce with mutual consent in the Court of the Ld. Principal Judge, Family Court, Patna.

(e) The petitioner/1st party will pay a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) on 15.07.2026 to the Opposite Party No.2/2nd party by way of Bank Draft prepared in the name of Opposite Party No.2/2nd party namely Kumari Pratibha.

(f) The last installment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) will be paid by the petitioner/1st party to the Opposite Party No.2/2nd party on the date of final motion of the mutual consent divorce case in the Court of the Ld. Principal Judge, Family Court, Patna. This amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) will also be paid by way of a bank draft prepared in the name of the Opposite Party No.2/2nd party namely Kumari Pratibha.

(ii) The parties have agreed that till final payment is made by the petitioner/1st party in terms of the settlement the further Criminal proceeding arising out of Beur P.S. Case No.286 of 2024 pending in the Court of the Ld. Additional Chief



Judicial Magistrate, 1st Patna shall remain stayed and the Opposite Party No.2/2nd party will not prosecute the said case.

(iii) In case the petitioner/1st party fails to make payment of any installment in terms of the settlement, the settlement will be deemed to have been cancelled and the Opposite Party No.2/2nd party will be at liberty to prosecute the Criminal Case against the petitioner/1st party.

(iv) The parties have agreed that in case the Opposite Party No.2/2nd party fails to adhere to the terms & conditions of this settlement, the petitioner/1st party will be entitled for refund of the entire amount paid to Opposite Party No.2/2nd party and Opposite Party No.2/2nd party will also be obliged to refund the same failing which the petitioner/1st party will be at liberty to initiate appropriate proceeding against Opposite Party No.2/2nd party.

(v) The parties have agreed that after final judgement & decree of divorce issued from the Court of Ld. Principal Judge, Family Court, Patna, they will take all the necessary steps of speedy disposal/discharge of the petitioner/1st party from Beur P.S. Case No.286 of 2024 and the Opposite Party No.2/2nd party will support the efforts of the petitioner/1st party in



getting him discharged from Beur P.S. Case No.286 of 2024 in the Court of the Ld. Additional Chief Judicial Magistrate, 1st Patna.

(vi) The parties have agreed that after their divorce the female child from their wedlock will remain in custody of the Opposite Party No.2/2nd party but whenever in petitioner/1st party desires to meet his child, he may have the visitation right to the child. For the purpose of visiting the child the petitioner/1st party will give prior information at least two days prior to the date on which he wants to visit the child and the Opposite Party No.2/2nd party will provide proper opportunity to the petitioner/1st party with a reasonable time to the petitioner/1st party for such visit.

(vii) The parties have agreed that they will not involve in any litigation against each other in connection with their matrimonial relationship and any other case which is pending against either of the parties arising out of their matrimonial relation without their knowledge will also be withdrawn in terms of this settlement.

4. 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.



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

5. In light of the said Memorandum of Settlement, let the above named petitioner be released on anticipatory bail, in the event of arrest or surrender before the Trial Court within a period of 4 weeks from today, on furnishing bail bond of Rs.30,000/- (Rupees Thirty Thousand) as mentioned in Section 2(1)(d) of the BNSS, 2023 to the satisfaction of S.D.J.M., Patna, in connection with Beur P.S. Case No. 286 of 2024, subject to the conditions as laid down U/s 482(2) of the BNSS, 2023.

(Dr. Anshuman, J.)

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