

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.2571 of 2018**

Arising Out of PS. Case No.-353 Year-2016 Thana- BAKHTIARPUR District- Saharsa

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Rajendra Chaudhary @ Natho Chaudhary S/o Hariday Choudhary, R/o Village- Sitanabad, P.S.- Simri Bakhitiyarpur, District- Saharsa.

... ... Petitioner/s

Versus

1. The State of Bihar
2. Md. Jamshed

... ... Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Parwej Khan  
For the Opposite Party/s : Mr. Satyendra Prasad  
For the O.P. No. 2 : Mrs. Monika

**CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH**  
**ORAL ORDER**

9 31-10-2018 The matter has been placed before this Court in view of the administrative minutes of Hon'ble the Chief Justice dated 18.6.2018.

Heard learned counsels for the parties.

The petitioner is apprehending arrest in a case registered for the offences punishable under Sections 406,420,467,468,471 and 120B of the IPC.

The prosecution case as per the written report of Md. Jamshed submitted to the SHO, Bakhtiyarpur Police Station is to the effect that the petitioner Rajendra Choudhary alias Natho Choudhary and co-accused Pradeep Kumar Choudhary talked to the informant for transfer of a piece of land. Consequently, the agreement was executed between the petitioner and the



informant on 5.4.2016 for transfer of the land by executing sale deed on receiving Rupees Two Lacs but the petitioner sold the land to some other person. Thereafter, the informant persuaded the petitioner to return the said money but neither the money was returned by the petitioner nor the land has been transferred in favour of the informant. Subsequently, the petitioner gave a cheque of Rupees One Lac to the informant which also got dishonoured. It is further alleged that on 6.10.2016 when the informant again went to the petitioner with his claim, he was threatened to be implicated in a case.

It is submitted by learned counsel for the petitioner that the petitioner admits the factum of agreement being executed with the informant and receiving the said amount from the informant.

On joint prayer of the parties, vide order dated 20.6.2018, the matter was referred to the Mediation and Conciliation Centre of the Bihar State Legal Services Authority.

The report of the Mediator kept at Flag- X dated 29.8.2018 reflects that the issue has been resolved. The petitioner agrees to return the entire amount of Rupees Two Lacs to the informant. The terms of agreement reads as follows:

“That both parties are ready to resolve their disputes on following the terms and conditions:-

1. That the petitioner is ready to pay alleged



Rs.1,00,000/- (Rupees One Lakh) within three months from today and out of which Rs.20,000/- (Rupees Twenty Thousand) is being paid today as cash to informant rest amount Rs.80,000/- (Rupees Eighty Thousand) will be paid within 30<sup>th</sup> November, 2018.

2. That with regard to rest Rs.1,00,000/- (Rupees One Lakh) will be paid to the informant by the petitioner within 1<sup>st</sup> December, 2018 to 28<sup>th</sup> February, 2019 either cash or cheque or any source through Bank, in the account of informant.

3. That for cash payment the informant will issue receipt of payment to petitioner or his counsel.

4. That it is respectfully submitted on behalf of the both parties that all issue raised regarding this case will be compromised the matter of SC/ST Case pending before learned Court below against informant and others shall also be compromised.

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.”

Learned counsel for the informant does not dispute the



factum of issue being reconciled and the terms of agreement.

Learned counsel for the petitioner undertakes to file an affidavit before the learned court below with regard to compliance of the terms of agreement arrived at before the Mediator by 1<sup>st</sup> week of March, 2019.

In the circumstances, let the petitioner above named be released on provisional anticipatory bail till 15<sup>th</sup> March, 2019 in the event of arrest or surrender within six weeks on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned CJM, Saharsa in connection with Bakhtiyarpur (BKP) P.S. Case No. 353 of 2016 subject to the conditions laid down in Section 438(2) of the Cr.P.C.

The learned court below will confirm the provisional bail on compliance of the terms of agreement arrived at before the Mediator on or before 1<sup>st</sup> week of March, 2019.

**(Dinesh Kumar Singh, J)**

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