

Serial No. 11
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

AB. No. 25 of 2022

Date of Decision: 30.06.2023

Shri. Rohit Kumar

Vs.

State of Meghalaya

Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s)	:	Mr. Philemon Nongbri, Adv. Mr. W.G.R. Mihsill, Adv.
For the Respondent(s)	:	Mr. H. Abraham, GA. Mr. K.P. Bhattacharjee, GA. for R 1. Mr. M. Sharma, Adv. for R 2.

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|-----|---|--------|
| i) | Whether approved for reporting in
Law journals etc.: | Yes/No |
| ii) | Whether approved for publication
in press: | Yes/No |

JUDGMENT (ORAL)

1. Heard Mr. Philemon Nongbri, learned counsel for the petitioner as well as Mr. H. Abraham, learned GA for the State respondent No. 1 and Mr. M. Sharma, learned counsel for the respondent No. 2.

2. Shorn of unnecessary details, the learned counsels for the parties, particularly the petitioner and the private respondent No. 2 herein have submitted that the parties have in course of time, come to a settlement of the

disputes and to this extent, a Memorandum of Settlement dated 12.05.2023 annexed as Annexure-1 to the additional affidavit was executed between the said parties.

3. Again, the relevant portion of the Memorandum at para 7 of PART-B – ACTIONS AND IMPLEMENTATION of the same, would be relevant for the purpose of these proceedings, the same is extracted herein below:

“PART-B – ACTIONS AD IMPLEMENTATION

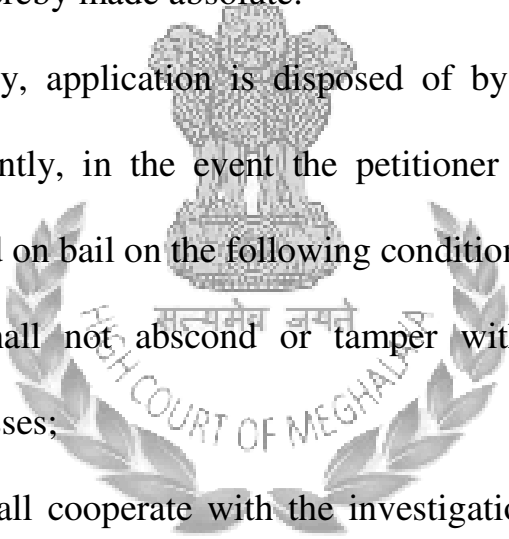
7. Fifth, the Parties shall file such petition, application and make such statements, agreements as are necessary to withdraw, quash and set-aside any and all criminal proceedings including but not limited to pending investigations; and save and except, the claims arising from the present Memorandum of Settlement, the Parties shall irrevocably and unconditionally forever waive, release, dismiss, exonerate, and discharge, each other and their respective affiliates, successors, assigns, and each of their respective representatives and relatives, of and from any and all, actions, causes of actions, rights, suits, damages, promises, claims, counterclaims, obligations, guarantees, indemnities and liabilities, of whatever nature, whether existing now or in the past or in the future, that result from, arise out of or relate to, directly or indirectly, to their marriage.”

4. Since the private respondent No. 2/wife of the petitioner Shri. Rohit Kumar has put it on record that she will not pursue any further claims or complaints against the petitioner and her in-laws, in view of the execution of the said Memorandum of Settlement, the FIR filed, which is

the subject matter of the application for grant of pre-arrest bail, the proceedings before this Court would also be covered thereto. Therefore, it stands to reason that the matter at the appropriate forum will be settled with between the parties and as such, there would be no apparent apprehension of arrest as far as the petitioner is concerned.

5. Be that as it may, for the formalities to be completed on the prayer of the parties as far as this application is concerned, the interim relief given to the petitioner is hereby made absolute.

6. Accordingly, application is disposed of by granting the prayer made and consequently, in the event the petitioner is arrested, he shall forthwith be released on bail on the following conditions that:

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- i) He shall not abscond or tamper with the evidence and witnesses;
 - ii) He shall cooperate with the investigation or the trial as the case may be;
 - iii) He shall not leave the jurisdiction of India without prior permission of the Trial Court or the Investigating Officer; and
 - iv) He shall bind himself by a personal bond of ₹ 50,000/- (Rupees fifty thousand) only with one solvent surety of like amount.

7. In view of the above, AB. No. 25 of 2022 is accordingly disposed of.

Judge

Meghalaya
30.06.2023
"D. Nary, PS"

