

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.26931 of 2015

Arising Out of PS.Case No. -567 Year- 2014 Thana -GAYA KOTWALI District- GAYA

=====

Samar Sinha, S/o Late Birendra Prasad, resident of Mohalla- Nadraganj
Mallagh Toli, P.S.- Civil Lines, District- Gaya.

.... Petitioner/s

Versus

1. The State of Bihar
2. Tetar Kumari, wife of Sohan Chaudhary, r/o vill.-Chakand Ranadih,
Principal Secretary- Chandautei, District- Gaya

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Krishna Prasad Singh, Sr. Advocate.
Mr. Rakesh Singh, Advocate.
For the Opposite Party/s : Mr. Sadanand Paswan(Spl.PP)

=====

CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL ORDER

3 05-10-2015

Heard learned counsel for the parties.

Learned counsel for the petitioner prays for and is allowed
to implead Tetar Kumari as Opposite Party No 2.

Let necessary correction be made in course of the day.

Coming to the merits of this case in which the petitioner
seeks anticipatory bail for offence under Sections 120B, 307, 324, 326,
328, 341 of the Indian Penal Code and Sections 3(1)(x), 3(2)(v) of the
ST/SC (Prevention of Atrocities) Act, this Court, by taking into account
that the settlement has been arrived between the parties to get rid of
litigation of each other by making payment of Rs. 9,72,000/- by the
petitioner to the Opposite Party No. 2 in three equal monthly
instalments and that Mr. Krishna Prasad Singh, learned senior counsel



appearing on behalf of the petitioner, has also produced a bank draft of Rs. 3,24,000/- dated 29.09.2015 in the name of the Opposite Party no. 2 being the first monthly instalment, out of three, it would be inclined to grant the privilege of anticipatory bail to the petitioner namely Samar Sinha, provided that he surrenders before the court below within a period of four weeks from today and if he does so, he shall be released on provisional bail for a period of one month on furnishing bail bond of Rs. 10,000/- with two sureties of the like amount to the satisfaction of the learned Chief Judicial Magistrate, Gaya in connection with Kotwali P.S. Case No. 567 of 2014; subject to the following conditions:

- (i) That at the time of surrender, the petitioner shall deposit the bank draft of Rs 3,24,000/- in the name of the Opposite Party no. 2 which being the second instalment shall be immediately handed over either to the Opposite Party no. 2 or her learned counsel
- (ii) That, both the bailors will be close family relatives of the petitioner, who will undertake an affidavit giving genealogy as to how they are related with the petitioner. The bailors will also undertake to inform the court if there is any change in the address of the petitioner.
- (iii) That, the bailors shall also state on affidavit that they will inform the court concerned, if the petitioner is implicated in any other case of similar nature after his release in the present case and thereafter the court below will be at liberty to initiate the proceeding for cancellation of his bail on the ground of misuse.
- (iv) That, upon being granted the provisional bail for a

period of one month, the petitioner shall on expiry of the period again appear before the court below and if on that day, he produces the bank draft of Rs 3,24,000/- in the name of the Opposite Party no. 2 by way of third and last instalment to complete payment of agreed sum of Rs. 9,72,000/-, his such provisional bail shall be confirmed and if he does not do so, he shall be immediately taken into custody.

- (v) That, it also goes without saying that even this amount of Rs. 3,24,000/- which would be the third and last instalment will be handed over to the Opposite Party no. 2 or her learned counsel in the court below.
- (vi) That, the petitioner will be well represented on each and every date in course of trial and if he fails to do so on two consecutive dates, his bail will be liable to be cancelled on this ground alone.
- (vii) That, after the provisional bail of the petitioner is confirmed in the manner indicated above, the parties shall also do the needful as agreed before the Mediation Board of this Court by withdrawing their all cases against each other.

(Mihir Kumar Jha, J)

Sujit/-

U			
---	--	--	--