

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.11256 of 2015

Arising Out of PS.Case No. -538 Year- 2012 Thana -KHAGARIA COMPALINT CASE District-
KHAGARIA

=====

Ashok Kumar Jha, son of late Chandrakant Jha, resident of Mohalla-
Central Bank Building, Khushkibagh, P.S.- Sadar Purnea, District- Purnea.

.... Petitioner/s

Versus

1. State of Bihar
2. Satya Narayan Thakur @ Satto Thakur, son of late Mahendra Thakur,
resident of Village- Mali, P.S.- Beldour, District- Khagaria.

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Krishna Nand Jha, Advocate.

For the Opposite Party/s : Mrs. Saheen Begum (APP)

For the O.P. NO. 2 : Mr. Rajesh Kumar, Advocate.

=====

CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL ORDER

3 12-08-2015

Heard learned counsel for the parties.

Having regard to the nature of allegation for offence under Section 138 of the Negotiable Instrument Act and under Sections 406 and 420 of the Indian Penal Code, this Court, keeping in view that five cheques of the petitioner given in the month of November, 2011 had bounced causing loss to the tune of Rs. Ten lacs to the O.P. No. 2, was not inclined to grant privilege of anticipatory bail to the petitioner only by showing some bank statement, as contained in Annexure-2 inasmuch as at the end of the day, the petitioner had given the cheques and they had got bounced. Thus, now when the petitioner wants to make payment of that amount of Rs. 9,50,000/- within four months in four equal



instalments, for his being released on bail this Court would direct that only if the petitioner namely Ashok Kumar Jha surrenders within a period of four weeks from today, the court below will enlarge the petitioner on provisional bail for a period of one month on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, 1st Class, Khagaria in connection with Complaint Case No. 538-C of 2012, subject to the following terms and conditions:

- (i) The 1st Cheque of Rs. 2.5 lacs by a bank draft in the name of the O.P. No. 2 shall be deposited by the petitioner at the time of surrender whereafter he shall be granted provisional bail for a period of one month.
- (ii) The 2nd instalment on completion of period of one month of Rs. 2.5 lacs by a bank draft in the name of O.P. No. 2 shall again be deposited by the petitioner and if he does so, the provisional bail of the petitioner again shall be extended for a period of one month.
- (iii) The 3rd instalment of Rs. 2.5 lacs by a bank draft in the name of O.P. No. 2 also must be



paid in the likewise manner within a period of one month of aforesaid extension of provisional bail and the provisional bail granted to him again shall be extended for a period of one month and the fourth and last instalment of Rs. 2 lacs by a bank draft in the name of O.P. No. 2 shall be paid by the petitioner in third extended period of provisional bail and if the petitioner thereafter is found to have made payment of entire amount of Rs. 9.5 lacs, his provisional bail shall be confirmed.

- (iv) The amount of Rs. 9.5 lacs deposited by the petitioner by bank drafts shall be handed over to the opposite party no. 2 but such payment shall remain subject to the result of trial.
- (v) 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.



- (vi) That the affidavit shall clearly state that the petitioner is not accused in any other case and if he is, he shall not be released on bail.
- (vii) 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.
- (viii) 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.

(Mihir Kumar Jha, J)

Sujit/-

U			
---	--	--	--