

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.15537 of 2015

Arising Out of PS.Case No. -187 Year- 2013 Thana -NOKHA District- SASARAM (ROHTAS)

Bharat Singh S/o Late Sheopujan Singh proprietor of M/s Bhagwati Ji Rice Mill (Nokha), Sasaram, Resident of Village Jakhini, P.O. + P.S. Nokha, District Rohtas.

.... Petitioner/s

Versus

1. The State of Bihar
2. The B.S.F.C., Rohtas at Sasaram, Dist. Rohtas.

.... Opposite Party/s

with

Criminal Miscellaneous No.18302 of 2015

Arising Out of PS.Case No. -187 Year- 2013 Thana -NOKHA District- SASARAM (ROHTAS)

Avai Kumar S/o Bhagwan Prasad Gupta R/o village + P.S. Nokha, District - Rohtas, Proprietor M/S Bhagwan Agro Pvt. Ltd. Rice Mill

.... Petitioner/s

Versus

1. The State of Bihar
2. The B.S.F.C., Rohtas at Sasaram, Dist. Rohtas.

.... Opposite Party/s

Appearance :

(In Cr.Misc. No.15537 of 2015)

For the Petitioner/s : Mr. Sumeet Kumar Singh

For the Opposite Party/s : Mr. Narsing Tanti(APP)

For the BSFC : Mr. Shailendra Kumar Singh, Adv.

(In Cr.Misc. No.18302 of 2015)

For the Petitioner/s : Mr. Santosh Kumar

For the Opposite Party/s : Mr. Subhash Chandra Mishra (APP)

For the BSFC : Mr. Shailendra Kumar Singh, Adv.

CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL ORDER

6 14-08-2015

Heard learned counsel for the parties.

The petitioners, in both the cases, facing prosecution for offence under Sections 420, 406 & 120(B) of the Indian Penal Code, have come out to say before this Court that in view of their signature on the agreement, they would not be in a position to



deny the liability of the price of C.M.R. but, then, some has to do proper accounting, inasmuch as, whatever has been stated with regard to the amount of loss in the First Information Report filed by the authorities of the Bihar State Food and Civil Supplies Corporation Limited (in short B.S.F.C.) will require a re-verification.

Mr. Shailendra Singh, learned counsel for the B.S.F.C. has submitted that though such amount mentioned in the First Information Report is based on verification of record but, then, if the petitioners want to dispute any sort of their liability, they can do so by filing a representation before the Managing Director of the B.S.F.C. and the same shall be disposed of within a period of one week from the date of filing of their application giving details of their admitted liability as against the amount sought to be realized from them.

Learned counsel for the petitioners, in reply, has submitted that they will be doing so by filing their representation within a week.

In that view of the matter, all these applications are disposed of with a direction to the petitioners to surrender before the court below as with regard to the ultimate amount found payable under the order of the Managing Director to be passed on



the representation filed by the petitioners by giving an undertaking that the amount so calculated and arrived by the Managing Director in the order shall be paid by them in twenty equal monthly installments.

That being so, if the petitioners, namely, Bharat Singh and Avai Kumar surrender before the court below within eight weeks and give a written undertaking for making payment in 20 equal monthly installments as arrived by the Managing Director in the order to be also produced by the petitioner along with their such undertaking, they shall be released on provisional bail for a period of one month on furnishing bail bond of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of Chief Judicial Magistrate, Rohtas at Sasaram in connection with Nokha P.S. Case No. 187 of 2013, subject to the conditions as laid down under Section 438(2) of the Cr.P.C. as also subject to following conditions:-

- (i) That each of the twenty installments of the amount shall be paid by the petitioners on every 5th of the next month commencing from the month of September, 2015 and on doing so, they shall be granted provisional bail on month to month basis till full payment of the entire amount.
- (ii) That in default even of a single monthly installment will



by itself lead to cancellation of the provisional bail which shall be given to them on month to month basis on deposit of such amount by way of bank draft in the name of Bihar State Food and Civil Supplies Corporation Limited.

- (iii) Such amount of monthly installment paid by the petitioners shall also be handed over to the Managing Director or his representative but, then, that shall ultimately abide by the result of the trial of the petitioners.
- (iv) That both the bailors will be a close relative of the petitioners, who will undertake an affidavit giving genealogy as to how they are related with the petitioners. The bailors will also undertake to inform the court if there is any change in the address of the petitioners.
- (v) That the bailors shall also state on affidavit that they will inform the court concerned, if the petitioners are implicated in any other case of similar nature after their release in the present case and, thereafter, the court below will be at liberty to initiate the proceeding for cancellation of bail on the ground of misuse.
- (vi) That the petitioners will be well represented on each and

every date in course of trial and if they fail to do so on two consecutive dates, their bail will be liable to be cancelled on this ground alone.

(Mihir Kumar Jha, J)

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