

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.54572 of 2017

Arising Out of PS.Case No. -311 Year- 2017 Thana -DANAPUR District- PATNA

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1. SURESH MAHTO, Son of Late Mahendra Mahto, R/o Village- Jaipur
Dhanki, P.S. Agam Kuan, District- Patna.

.... Petitioner/s

Versus

1. The State of Bihar.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Binoy Kumar Singh

For the Opposite Party/s : Mr. Sri Kalyan Shankar

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

2 17-11-2017 Heard the parties.

The petitioners seek regular bail in connection with Danapur P.S.Case no.311 of 2017 registered for offences punishable under Sections 341, 323, 406, 420, 504, 506/34 of the Indian Penal Code.

Allegation against the petitioners as per FIR is that the petitioners had made agreement with one Aditya Bairagi for certain land and further case is that thereafter Aditya Bairagi executed the deed of agreement in favour of the informant and took consideration money from him but later on when the sale deed was prepared they went to the Registrar for execution of the sale and they came to know that the land is not free from incumbrance, there is also injunction against the land and



thereafter the informant demanded money back but the same has not been paid back.

Submission of the learned counsel for the petitioners is that if there is an agreement between the parties to execute the sale deed in favour of the informant that is by co-accused Aditya Bairagi or other accused persons and it was not executed by the petitioner and even consideration money has not been paid to him, out of which Aditya Bairagi has given to him but he is no way responsible for execution of the deed of the agreement in favour of the informant. They are in custody for two months.

Heard learned A.P.P. and the learned counsel for the informant. They have opposed the prayer for bail on the ground that the petitioner is a witness in the deed of agreement and he inclusion with the another co-accused had created a forged deed of agreement knowing well that the land is under dispute, as such he is responsible.

Having heard both sides and in view of the facts and circumstances, as stated above, let the petitioners, above named, be enlarged on bail on furnishing bail bond of Rs.25,000/- (Twenty Five Thousand) each with two sureties of the like amount each to the satisfaction of A.C.J.M., Danapur, Patna in connection with Danapur P.S.Case No.311 of 2017.



With following conditions :

- (i) One of the bailors of the petitioners shall be a local person having sufficient immovable property within the jurisdiction of the concerned court.
- (ii) The petitioners will not induce any witness or tamper with the evidence.
- (iii) The petitioners shall co-operate in the disposal of trial and make themselves available as and when required by the court and in the event of failure to appear before the court below on two consecutive dates without showing any genuine reasons, the prosecution is free to move for cancellation of their bail bond.

With the aforesaid observation, this application
is allowed.

(Vinod Kumar Sinha, J)

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