

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.6408 of 2017

Arising Out of PS.Case No. -1171 Year- 2015 Thana -SASARAM MUFFSIL District- SASARAM
(ROHTAS)

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Jay Prakash Singh S/o Sri Ganga Singh Resident of Village-Beda, P.O.-
Sasaram, P.S. Sasaram, District- Rohtas.

.... Petitioner

Versus

1. The State of Bihar.
2. The B.S.F.C. Patna.

.... Opposite Parties

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Appearance :

For the Petitioner/s : Mr. Rajendra Narayan, Sr.Advocate with
Mr. Om Prakash Singh, Advocate
For BSFC : Mr. Aditya Prakash Sahay, Advocate
For the Opposite Party/s : Mr. Dashrath Mehta, APP

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

6 20-03-2017

Heard learned counsel for the petitioner.

The petitioner is apprehending his arrest in connection with Sasaram (M) P.S.Case No. 1171 of 2015 registered for the offences punishable under Sections 409 and 420 of the Indian Penal Code.

It has been submitted on behalf of the petitioner that petitioner is nowhere concerned with the rice mill against which it is alleged that there is dues of Rs.10,02,307.79 against wife of the petitioner, who is the owner of the mill. Further submission is that according to FIR there is an admitted dues of Rs. 10 lacs and odd with the petitioner but wife of the petitioner has already



pledged a document worth at Rs.15 lacs, which is much more than the due amount and, as such, the present case is instituted against the petitioner and others only with a view to harass him. It has further been submitted that there is an agreement between the wife of the petitioner with BSFC and as per agreement she is bound to pay back the due amount and that is why she has pledged the document which is valued at Rs.15 lacs.

Heard learned APP as well as learned counsel for the BSFC.

Learned counsel for the BSFC has drawn my attention towards a recent order of the Hon'ble Apex Court which has been filed by the BSFC against the orders passed by this Court granting provisional bail in a large number of cases and the Hon'ble Apex Court vide order dated 28.2.2017 though has not cancelled the bail but modified the order granting anticipatory bail by adding some conditions, which are as follows :

- (1) The accused in all the FIR(s) will ensure that bank guarantee, if not furnished, is furnished and if lapsed, is renewed within a period of one month from today failing which the anticipatory bail/bail granted will



stand cancelled.

- (2) The accused will cooperate with investigation/trial and their failure to appear, when required, will be a ground for cancellation of anticipatory bail/bail. An order of cancellation will be passed by the trial court on being satisfied about such failure.
- (3) The investigation will be completed within a period of three months.
- (4) All the accused will be tried only at five places viz. Patna, Gaya, Chhapra, Darbhanga and Purnia by officers of the appropriate rank determined by the High Court within one week from today. The High Court may specify the area of jurisdiction of the said five courts by a public order. If required by the High Court, the State Government may sanction extra strength of officers with requisite infrastructure so that normal work of courts is not disturbed



on account of the special arrangement for these cases.

(5) The officers posted will deal with these cases exclusively. If free from their work, any other work may be assigned to the said officers.

(6) The concerned authorities will be at liberty to encash the bank guarantee(s) after holding that there is a breach of terms of the agreement which decision will be subject to appropriate remedies of the parties.

(7) If not otherwise encashed, the bank guarantee will be kept alive till the trial is over. However, deposits/furnishing of bank guarantees will be abide by further orders of the trial court, interim or final.

(8) If any amount is deposited by the accused, the said amount will be adjusted in the amount of the bank guarantee, which is to be furnished by



the accused.

- (9) The accused will surrender their passports to the respective courts within a period of four weeks from today and will not leave the country without prior permission from the concerned court.

It appears from the above the Hon'ble Supreme Court has directed all accused in the FIR will ensure that bank guarantee, if not furnished or lapsed, is furnished within a period of one month from that date, failing which anticipatory bail/bail granted will stand cancelled and further in condition No.6 it has been directed that the concerned authorities will be at liberty to encash the bank guarantee(s) after holding that there is a breach of terms of the agreement which decision will be subject to appropriate remedies of the parties and on the basis of the aforesaid learned counsel for BSFC has prayed that this Court may allow the petitioner the privilege of anticipatory bail if the petitioner is free to furnish bank guarantee of the entire amount mentioned in the FIR, i.e., Rs.10,02,307.79 or the petitioner may be directed to furnish bank guarantee for value of the paddy, i.e., 690.80 quintals of paddy at the rate of Rs.1304.40 per quintal



which comes to Rs.9,01,079.52.

Heard both sides. In view of the direction of the Hon'ble Apex Court, as the petitioner is ready to deposit the Bank Guarantee, let the petitioner surrender within a period of one month and furnish bank guarantee for Rs.9,01,079.52 in favour of BSFC in terms of the direction of the Hon'ble Apex Court. Once the aforesaid bank guarantee is deposited and on being satisfied with its genuineness, the court below will release the petitioner on bail on furnishing bail bond of Rs.25,000/- (Rupees twenty five thousand) with two sureties of the like amount each to its satisfaction with the condition that petitioner will co-operate in the investigation and appeal before police as and when required, failing which his bail bond shall stand cancelled.

However, till the surrender of the petitioner, no coercive step shall be taken against him.

Accordingly, this application is disposed of with the aforesaid observations.

(Vinod Kumar Sinha, J)

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