

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.39593 of 2017

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

- =====
1. Suresh Mahto,
 2. Shyam Sunder Mahto @ Mangal Mahto, Both Sons of Late Mahendra Mahto,
 3. Rita Mehta, W/o Late Shyam Sunder Mahto @ Late Ram Sunder Mahto, All R/o Mohalla- Jaipur Dhanki, P.S.- Agamkuan, District- Patna.

.... Petitioners

Versus

The State of Bihar

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Arvind Kumar Mouar

For the Opposite Party/s : Mr. Bharat Lal

=====

CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR MISHRA

ORAL ORDER

6 12-12-2017 Heard learned counsel for the petitioner No.3 Rita Mehta, learned counsel appearing for O.P.No. 2 and the learned A.P.P. for the State.

The petitioners apprehend their arrest in connection with Danapur P.S. Case no. 311 of 2017, registered under Sections 341, 323, 406, 420, 504 and 506/34 of the Indian Penal Code.

The accusation is that the informant Rajesh Ranjan Sinha was in need of land due to that reasons, he consulted with Aditya Bairagi, Dharmnath Prasad and Santosh Kumar Singh, who managed him to met with Suresh Mahto, Smt. Rita Mehta and Shyam Sunder Mahto @ Mangla Mahto and on negotiation, the rate of the land was fixed and agreement deed was prepared signed by Suresh Mahto,



Shyam Sundar Mahto and this petitioner and accordingly Rs. 80,11,000/- was paid through cheque, when informant reached at Registry Office for execution of the sale deed then it was detected that land is in dispute and case is pending before the Sub-Judge, Patna in spite of repeated requests money was not returned and informant was threatened for dire consequence.

Learned counsel for the petitioners submits that the initially the agreement to sale deed was executed in between petitioners on payment of Rs. 12 Lakhs per Katha by co-accused Santosh Mahto to Aditya Bairagi and Dharamnath Prasad. In the agreement, it was also detailed that liability of dispute in respect to land pending in the Court. Thereafter, the informant entered into agreement with the broker Aditya Bairagi on which petitioner put her signature as a witness and amount of Rs. 80,000/- paid to the broker only cheque of Rs. 27 Lakhs was handed over to the petitioners and other land owners, namely, Suresh Mahto and Shyam Sundar Mahto out of which Shyam Sundar Mahto received Rs. 7.5 Lakhs Suresh Mahto received Rs. 9.75 lakhs and this petitioner also received Rs. 9.75 lakhs. Moreover, the petitioner is ready to return Rs. 9.75 Lakhs to the informant in installment and Rs. 3 lakhs will be paid by the petitioner at the time of surrender, and remaining amount will be paid in three installments in further three months.

Learned counsel appearing on behalf of O.P. No.2 submits that O.P. No.2 has no objection in allowing the pre-arrest bail



if the petitioner is ready to pay Rs. 9.75 lakhs to O.P. No.2 in four installments.

Having regard to the facts and circumstances of the case, let the above named petitioner No.3 Rita Mehta, be released on provisional bail, in the event of her arrest or surrender before the learned Court below within a period of four weeks from today, on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of A.C.J.M, Danapur, in connection with Danapur P.S. Case No. 311 of 2017, subject to the condition as laid down under Section 438 (2) of the Cr.P.C. and showing the receipt about payment of Rs. 3 Lakhs to the O.P. No.2.

The provisional bail of the petitioner will be confirmed by the learned Court below on submission of receipt about payment of 6,75,000/- in installments within four months from today. If the petitioner fails to furnish the receipt about payment of Rs. 6,75,000/- the trial Court would be at liberty to cancel the bail bond of the petitioner.

(Rajendra Kumar Mishra, J)

manish/-

U		T	
---	--	---	--

