

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.48165 of 2016

Arising Out of PS.Case No. -253 Year- 2016 Thana -PURNEA SADAR District- PURNIA

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1. Raj Kumar Bhagat, S/o Sri Ram Narayan Bhagat
2. Gobardhan Bhagat @ Govardhan Bhagat, S/o Sri Ram Narayan Bhagat
3. Ram Narayan Bhagat @ Ram Narayan Bhagat, s/o late Jamuna Bhagat
All are resident of Ramraja Chowk, Gulabbagh, P.S.- Sadar, District-
Purnea.

.... Petitioner/s

Versus

1. The State of Bihar
2. Dilip Kr. Gupta, son of Ram Chandra Pd. Gupta, resident of Mahboob
Khan Tola, P.S. K. Hat, Distt. Purnea.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Bhaskar Shankar, Advocate.
For the State : Mr. Satyendra Narayan Singh, A.P.P.
For the opposite party No.2: Mr. Vidya Sagar, Advocate.
Mr. Ashok Kumar Singh, Advocate.

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

8 04-05-2017

Heard learned counsel for the petitioners and the State.

The petitioners apprehend their arrest in Purnea (Sadar)

P.S. Case No. 253 of 2016 instituted for the offence under Sections
341, 342, 323, 406, 420, 504 and 506/34 of the Indian Penal Code.

The case of the prosecution as per written report is that the
opposite Party No. 2 accepted the proposal of petitioner Nos. 1 and 2
for starting business of land purchase and sell. As per agreement, the
informant (opposite party No. 2) paid an amount of Rs.4,00,000/- to the
land owner in his account and further he made payment of
Rs.1,26,000/- for Air Ticket and Hotel charge of the land owner Utpal
Vyas. Petitioner No. 1 also took 74,000/- from informant for



expenditure of landlord. It is further stated in the written report that on 28.3.2016, the informant paid Rs.6,50,000/- to the Munshi of Registry Office and also Rs.30,000/- to Munshi Laxmi Sah for registration of deed. The informant made demand of half of the amount spent from petitioner No. 1, but they denied and gave threat to the informant.

During hearing of the bail petition, the counsel appearing on behalf of the petitioners has submitted that petitioner No. 1 is ready to make payment of Rs.14,00,000/- either by Demand Draft or by account payee cheque within a period of six weeks from today to the informant. The informant(opposite party No. 2) has agreed to receive the aforesaid amount and, thereafter, he will file compromise petition in the court below and take steps for final disposal of case on the basis of compromise.

In such circumstances, the petitioners are directed to surrender before the court below within a period of six weeks from today along with receipt showing payment of Rs.14,00,000/- to the informant (opposite party No. 2) by the petitioners either by account payee cheque or by Demand Draft, and in the event the court below will be satisfied that entire amount of Rs.14,00,000/- has been paid by the petitioner to informant, the court below will enlarge the petitioners on anticipatory bail on furnishing bail bond of Rs.10,000/- (Ten thousand) each with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Purnea, in connection with Purnea (Sadar) P.S. Case No. 253 of 2016 subject to the conditions as laid



down under Section 438 (2) Cr. P.C. with further conditions (1) bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) petitioners shall cooperate in the trial and shall be present on each and every date fixed by the court and absence on two consecutive dates without proper and reasonable reason will automatically cancel bail bond of the petitioners and (3) if petitioners tamper with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the petitioners.

It is made clear that in the event if the total amount of Rs. 14,00,000/- is not paid by the petitioners within the aforesaid period of six weeks, the learned court below will not enlarge the petitioners on anticipatory bail.

Accordingly, this application stands disposed off.

S.Ali/-

(Sanjay Priya, J)

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