

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.28492 of 2018

Arising Out of PS. Case No.-137 Year-2018 Thana- CHAPRA MUFFASIL District- Saran

Keshaw Prasad S/o Manager Sah Resident of Village- Sadha, Khemagi tola,
P.S. Muffasil, District- Saran.

... .. Petitioner/s

Versus

1. The North Bihar Power Distribution Comp. Ltd.
2. The State of Bihar.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Basant Kumar Singh
For the Opposite Party/s	:	Mr. Uma Shankar Prasad Singh
For the O.P. No.1	:	Mr. Ajay Kumar Gautam

CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

2 18-05-2018 Heard learned counsel for the petitioner and learned APP
for the State and counsel for opposite party no.1.

Petitioner apprehends his arrest in Chapra Muffasil P.S.
case no. 137 of 2018 instituted for the offence under Section(s)
135 of the Bihar Electricity Act.

In the written report, it is alleged that during raid
petitioner was found committing electricity theft on account of
which the Electricity Department suffered revenue loss of Rs.
118093.00/-. It is further alleged that there was arrear against the
petitioner amounting to Rs. 59303/-. The total dues amount has
been alleged in the written report to be Rs. 1,77,396.00/-.

Learned counsel for the petitioner submits that petitioner
is ready to deposit the amounts in installments.



In such circumstances, the application is disposed off with direction to the petitioner to surrender before the court below i.e. Chief Judicial Magistrate, Saran at Chapra in connection with Chapra Muffasil P.S. case no. 137 of 2018 within a period of four weeks from the date of receipt/production of a copy of this order along with valid receipt to show that he has paid the first installment of Rs. 20,000/-(Twenty thousand) by way of demand draft to the North Bihar Power Distribution Company Ltd.,and also an affidavit that he will make payment of remaining amount in eight installments and in that event the court below will release the petitioner on provisional anticipatory bail to its own satisfaction for a period of one year, 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) petitioner 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 petitioner and (3) if petitioner tampers 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 petitioner.

The petitioner will make payment of the remaining amount(s) in eight installments by demand draft and after submitting valid proof of making payment of entire amount of Rs. 1,77,396.00/- within aforesaid period, the Court below will confirm the provisional anticipatory bail of the petitioner.

It is made clear that in the event the petitioner does not surrender with valid receipt showing payment of the amount of first installment as indicated in the order above or in event of making default in payment of single installment, the court below will be at liberty to pass appropriate order in accordance with law including cancellation of bail bond of the petitioner. The payment made by the petitioner to opposite parties will be subject to the final decision of the case.

The application is disposed off.

(Sanjay Priya, J)

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