

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.59148 of 2017

Arising Out of PS. Case No.-630 Year-2016 Thana- MOTIHARI TOWN District- East
Champaran

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Santosh Kumar, Son of Ramanaresh Prasad, Resident of Village- MD Green
City Road State In front of Custom Office, Mohalla- New Gopalpur, West
P.S.- Motihari Town, District- East Champaran.

... .. Petitioner/s

Versus

The State of Bihar.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Kundan Rathore, Advocate
For the Informant	:	Mr. Anil Kumar, Advocate
For the Opposite Party/s	:	Md. Ansarul Haque

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

4 01-02-2018 Heard learned counsel for the petitioner and learned APP for
the State.

Petitioner apprehends his arrest in Motihari Town P.S. Case
No. 630 of 2016 instituted for the offence under Section(s) 341, 323,
327, 354, 354(b), 387, 406, 420, 467 and 468 of the Indian Penal
Code and Section 138 of the Negotiable Instruments Act.

It has been alleged against this petitioner that he took an
amount of Rs. 3,00,000/- (Three Lakhs) after entering into an
agreement with the informant for delivering the flat as alleged in the
F.I.R but the petitioner did not provide the Flat. Thereafter, the
informant made request to refund the money for which petitioner
issued a cheque of Rs. 2,50,000/- (Two Lakhs Fifty Thousand) and
when the same was presented by the informant in the Bank the same



bounced.

Learned counsel for the petitioner has submitted that petitioner is ready and willing to refund the amount of Rs. 3,00,000/- (Three Lakhs) which has been paid by the informant at the time of agreement in installment(s). Learned counsel for the petitioner further submits that after refunding the amount the informant may be directed to endorse his signature on the agreement paper cancelling the aforesaid agreement.

Learned counsel for the informant has submitted that his client is ready to put such signature on the agreement paper affirming the cancellation of the agreement after receiving the refund amount of Rs. 3,00,000/- (Three Lakhs)

In view of such, the anticipatory application is disposed off with a direction to the petitioner to surrender before the court below i.e. C.J.M. Motihari, within a period of four weeks from the date of receipt of this order in connection with Motihari Town P.S. Case No. 630 of 2016 along with valid receipt showing payment of Rs 1,00,000/- (one lakh) to the informant by way of demand draft and affidavit that he will make part of remaining Rs. two Lakhs in two installment within three months and in that event, the Court below will release the petitioner on provisional anticipatory bail to its own satisfaction, for a period of three months 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 rest amount of Rs. two lakhs by way of demand draft within three months from the date of grant of provisional anticipatory bail and on producing valid receipt of payment of aforesaid amount of Rs. Two lakhs, the Court below will confirm the provisional anticipatory bail of the petitioner.

It is expected that after receiving the refund amount both the petitioner and informant will put necessary signature on the paper cancelling the agreement.

The aforesaid payment so made to the informant will be subject to the final decision of the case.

(Sanjay Priya, J)

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