

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.29096 of 2018**

Arising Out of PS.Case No. -137 Year- 2018 Thana -GOPALGANJ TOWN District- GOPALGANJ  
=====

1. Pradip Kumar @ Laddu Kumar, S/o- Late Lallan Prasad Srivastava,  
Resident of Mohalla- Rajendra Nagar, Ward No. 21, P.O. and P.S.-  
Gopalganj, District- Gopalganj.

.... .... Petitioner/s

Versus

1. The State of Bihar.  
2. Jay Prakash Singh, S/o Late Maharaj Singh, Resident of Mohalla-  
Rajendra Nagar, Ward No. 22, P.O. and P.S.- Gopalganj, District-  
Gopalganj.

.... .... Opposite Party/s

=====

**Appearance :**

For the Petitioner/s : Mr. Vikas Ratan Bharti, Advocate

For the Opposite Party/s : Smt. Veena Kumari Jaiswal, APP  
Mr. Harendra Prasad, Advocate

=====

**CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA**  
**ORAL ORDER**

4/ 25-06-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the informant.

Petitioner apprehends his arrest in **Gopalganj Town**  
**P.S. Case No.137 of 2018** instituted for the offence under  
Section(s) 420, 406 Indian Penal Code and Section 138 of the  
Negotiable Instrument Act pending in the Court of the **Chief**  
**Judicial Magistrate, Gopalganj.**

It is alleged that the petitioner is a businessman. In  
order to meet the need of business, petitioner took loan of  
Rs.3,40,000/- from the informant and promised to return the  
same within one and half year. The petitioner issued three  
cheques on different dates as mentioned in the written report



amounting to Rs.3,10,000/-. The cheques were presented in the bank then the same bounced.

Counsel for the petitioner has submitted that he has paid money amounting to Rs.2,58,000/- to the son of the informant. In support of such statement, he has annexed Annexure-2, a document, which simply shows that money has been paid from January, 2017 to July, 2017 to one Gaurav, but it does not bear any signature with respect to receiving of amount.

Counsel for the informant has submitted that if the petitioner has already returned the money amounting to Rs.2,58,000/- till July, 2017, then there is no reason for issuance of cheque in the month of February, 2018, as mentioned in the written report.

In such circumstances, this Court finds that Annexure-2 is a document which cannot be relied upon at this stage.

In such circumstances, prayer of the petitioner for grant of anticipatory bail is **rejected**.

**(Sanjay Priya, J)**

JA/-

|   |  |   |  |
|---|--|---|--|
| U |  | T |  |
|---|--|---|--|

