

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.27853 of 2018**

Arising Out of PS. Case No.-54 Year-2017 Thana- BHAGALPUR COMPLAINT CASE  
District- Bhagalpur

- 
1. Pinki Devi, Wife of Rakesh Singh @ Chugalia @ Rakesh Kumar Singh
  2. Rakesh Singh @ Chugalia @ Rakesh Kumar Singh, Son of Late Thakur Singh. Both resident of Village- Raghuchak Andhar, P.S.- Sultanganj, District- Bhagalpur.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Subodh Kumar Sah, Son of Late Sitaram Sah, resident of Dina Sah Lane Nandichak, P.S. Tilkamanjhi, District Bhagalpur.

... .. Opposite Party/s

---

**Appearance :**

For the Petitioner/s : Mr. Shiwesh Chandra Mishra, Advocate  
For the Opposite Party/s : Mr. Dashrath Mehta, APP

---

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

3      09-07-2018                      Heard learned counsel for the petitioners, learned counsel for the informant and the State.

The petitioners apprehend arrest in Complaint Case No. 54 of 2017, instituted for the offence under Sections 420,34 of the IPC.

It is alleged that complainant has paid an amount of Rs. 1,50,000/- to petitioner no. 1 for entering into an agreement for purchase of land. Later on complainant learnt that land had already been sold in favour of Surya Narayan Choudhary on 06.09.2015 by step-mother of co-accused Barun Singh. The Jarbeyanama copy of the agreement has been enclosed as



Annexure-3 to this petition.

Learned counsel for the petitioner submits that he is ready to return the amount as mentioned in the agreement in five equal installments.

In such circumstances, the petitioner is directed to surrender before the court below in connection with Complaint Case No. 54 of 2017, to the satisfaction of the learned 1<sup>st</sup> Class, Judicial Magistrate, Bhagalpur, within a period of four weeks from the date of receipt of the order, along with valid receipt showing payment of first installment of Rs. 30,000/- by demand draft to the complainant and in that event the court below will release the petitioner on provisional anticipatory bail for a period of six months on furnishing bail bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to its own satisfaction, subject to condition as laid down under Section 438(2) of the Cr.P.C. with further conditions (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 bonds of the petitioner and (3) if the 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.

Thereafter, petitioner will make payment of remaining four installments within a period of six months and after depositing the entire amount his provisional bail will be confirmed.

Aforesaid payment made by the petitioner shall be subject to final decision of the case.

It is made clear that in the event, petitioner fails to deposit a single installment, his bail bond will be liable to be cancelled.

**(Sanjay Priya, J)**

khushbu/-

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

