

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.62349 of 2017**

Arising Out of PS.Case No. -903 Year- 2015 Thana -MUNGER COMPLAINT CASE District-  
MUNGER

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1. Babita Devi, W/o Shankar Mandal, resident of Village- Bari Keshopur,  
P.S.- Jamalpur, District- Munger.

.... .... Petitioner/s

Versus

1. The State of Bihar.  
2. Hira Rani, W/o Sanjeev Kumar, R/o Sudar Bazar, Khalasi Mohalla  
Mohanpur Kali No. 2, P.S.- Jamalpur, District- Munger.

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

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**Appearance :**

For the Petitioner/s : Mr. Ram Sevak Choudhary, Advocate

For the Opposite Party/s : Mr. Lalan Kumar, APP

Mr. Rajesh Kumar, Advocate

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

3/ 19-02-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the Opposite Party No.2.

Petitioner apprehends her arrest in **Complaint Case**  
**No.903-C of 2015** instituted for the offence under Section(s) 420  
Indian Penal Code and Section 138 of the Negotiable Instruments  
Act.

It is alleged in the Complaint Petition that the  
petitioner entered into agreement with the petitioner for purchase  
of land for a sum of rupees eleven lac. The Complainant paid  
rupees three lac one thousand to the petitioner. In the meantime,  
the petitioner changed her mind not to sale the land. Thereafter,



the petitioner issued cheque of rupees three lac one thousand to the Complainant to return the money taken by her, but when the cheque was presented by the Complainant, the same bounced.

Counsel for the petitioner submits that the petitioner is ready to make payment of amount of cheque, which has bounced, in four equal installments.

In view of such, this application is disposed off with direction to the petitioner to surrender before the Court below i.e. **Additional Chief Judicial Magistrate, IV, Munger**, in connection with **Complaint Case No.903-C of 2015** within a period of four weeks along with valid receipt showing payment of rupees seventy five thousand as first installment through Demand Draft and, in that event, the Court below will release the petitioner on provisional anticipatory bail for a period of four months on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to its own satisfaction 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 his absence on two consecutive dates without proper and reasonable reason



will be liable to cancel his bail bond 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.

Thereafter, the petitioner will make payment of the balance amount in four equal monthly installments to the Complainant by Demand Draft and after payment of the entire amount i.e. rupees three lac one thousand as well as on production of the valid receipt showing payment of the entire amount provisional bail of the petitioner will be confirmed.

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

**(Sanjay Priya, J)**

JA/-

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