

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.24974 of 2018

Arising Out of PS. Case No.-631 Year-2017 Thana- BEGUSARAI TOWN District- Begusarai

Vijay Kumar Singh, son of Late Ram Prasad Singh, resident of 301-A, Jeet Enclave Apartment, Shivpuri (In front of Mamta Apartment), Boring Road, P.S.- Shastri Nagar, District- Patna.

... .. Petitioner/s

Versus

The State of Bihar.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Aditya Shankar
For the Opposite Party/s	:	Mr. Sri Abhay Kumar Roy
For the informant	:	Mr. Sanjay Kumar Singh

CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

5 10-07-2018 Heard learned counsel for the petitioner learned counsel for the informant and learned counsel for the State.

Petitioner apprehends his arrest in Begusarai Nagar P.S. case no. 631 of 2017 instituted for the offence under Section(s) 419,420, 409 and 504 of the Indian Penal Code.

Allegation in the written report is that informant has invested money in three projects of a private company, namely, Earth Infrastructure Pvt. Ltd. amounting to Rs. 60,00,000/-. Thereafter, the petitioner has started receiving money through cheque from the informant. It is further alleged that three cheques bearing Cheque nos. 063168, 063170 and 0601010 issued by the informant have been credited in the account of petitioner as well as in account of his father as



mentioned in the written report. It is further alleged that apart from this money petitioner has also taken Rs. seven lacs of discount note in which the digital signature of petitioner has been made. It is further alleged that petitioner has transferred online an amount of Rs. 60,000/- and Rs. 12,000/- in his account from the bank account of the informant's son on the assurance to take discount in the project. It is further alleged that when informant made demand to return his money, he used filthy language and also threatened him.

Learned counsel for the petitioner submits that he is ready to make payment of the amount which have been credited in his account as well as the account of his father as mentioned in written report in nine equal installments subject to final outcome of the case.

Learned counsel for the informant has no objection to such submission made on behalf of the petitioner.

In such circumstances, the application is disposed off with direction to the petitioner to surrender before the Court below i.e. CJM, Begusarai, in connection with Begusarai P. S. case no. 631 of 2017 within a period of six 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.



50,000/- (Fifty Thousand) by way of demand draft to the informant and also an affidavit that he will make payment of remaining amount in nine equal installments by 15th of every month and in that event the Court below will release the petitioner on provisional anticipatory bail to its own satisfaction for a period of nine 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 the remaining amount in nine equal installments by demand draft and after submitting valid proof of making payment of entire amount as mentioned in page 15 of the brief which is part of the FIR, wherein there is mention about amount of Rs. 3,00,000/- (Three lacs), Rs. 1,72,500/- (One Lac Seventy Two Thousand Five hundred) and



Rs. 65,000/ (Sixty Five Thousand), 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 the event petitioner commit 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 informant will be subject to the final outcome of the case.

(Sanjay Priya, J)

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