

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.20705 of 2018

Arising Out of PS.Case No. -8 Year- 2008 Thana -C.B.I CASE District- PATNA

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1. Prabhat Kumar Ranjan @ Uday Samrat, S/o Late Chandradeo Prasad Singh, R/v - Barki Babhanpura, P.S. - Ghoshi, Distt. - Jehanabad at present resident of village - 3/B, Baidehi Apartment, Nitibagh Colony, Jagdeo Path, P.S. - Rupaspur, Distt. - Patna.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Union of India through C.B.I. Patna (Bihar),
3. The Assistant General Manager, Allahabad Bank, Zonal Office, Budh Marg, Patna-800 001.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Vijay Kumar Sinha, Advocate
For the Opposite Party/s : Mr. Satyavarat Verma, APP
For the CBI : Mr. Sanjay Kumar, Advocate
For the Allahabad Bank : Dr. Binod Kumar Jha, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

7 27-07-2018

Heard learned counsel(s) for the parties.

Petitioner apprehends his arrest in **Special Case No.08 of 2008/32 of 2011 arising out of RC No.8(A) of 2008** instituted for the offence under Section(s) 120-B, 420, 467, 468, 471 Indian Penal Code and Section 13(2) read with Section 13(i)(d) of the Prevention of Corruption Act.

Counsel for the petitioner submits that he is ready to deposit the due amount of the Bank within a period of six months.

The Bank has filed Counter Affidavit, wherein, it has been mentioned in para 6 that total outstanding dues against



the petitioner as on 06.07.2018 is Rs.9,46,524/-, which has to be paid by the petitioner.

In such circumstances, this application is disposed off with direction to the petitioner to surrender before the Court below i.e. **Special Judge, CBI, South Bihar, Patna**, in connection with **Special Case No.08 of 2008/32 of 2011 arising out of RC No.8(A) of 2008** within a period of four weeks from the date of receipt of copy of this order and file an affidavit that he will pay the amount i.e. Rs.9,46,524/- to the Bank within a period of six months and, in that event, the Court below will release the petitioner on provisional anticipatory bail for a period of six months to its own satisfactions on the surety to be fixed by the Court below itself, 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.



During the period of provisional bail, petitioner will make payment of entire amount i.e. Rs.9,46,524/- to the Bank and on production of valid receipt in support of deposit of the aforesaid amount, provisional anticipatory bail of the petitioner will be confirmed.

It is made clear that, in the event, the petitioner does not surrender within the aforesaid period along with the Affidavit, as stated above, or defaults in making payment to the Bank, his bail bond will be cancelled.

Aforesaid payment made by the petitioner to the Bank will be subject to final outcome of the case.

(Sanjay Priya, J)

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