

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.18073 of 2018

Arising Out of PS.Case No. -99 Year- 2017 Thana -TATARPUR District- BHAGALPUR

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Mintu Kureshi @ Sarbar Kureshi @ Mintu, S/o Md. Shamid Kureshi, R/o
village- Moulanachak Kasaw Tola, P.S.- Mohjahidpur, District- Bhagalpur.

.... Petitioner/s

Versus

The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Pravin Kumar Sinha, Advocate.
For the informant : Md. Najmul Hodda, Advocate.
For the Opposite Party/s : Mr. Parmanand Prasad, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

4 25-04-2018 Heard learned counsel for the petitioner, learned
counsel for the informant and learned counsel for the State.

The petitioner apprehends his arrest in **Tatarpur P.S.**
Case No. 99 of 2017, G.R. No. 2421 of 2017 instituted for the
offence under Sections 406, 420, 467 and 120(B) of the Indian
Penal Code.

Learned counsel for the petitioner has submitted that
he was only Mediator and no transaction took place between the
petitioner and the informant. The informant on a sweet-will gave
loan to accused No. 1 who is friend of this petitioner.

Learned counsel for the informant has appeared and
submitted that this petitioner has entered into agreement on
03.10.2016 wherein he has given undertaking that he will return



the amount of loan of Rs.2,50,000/- by 31.12.2016 which was given by the informant to his friend Sarwar Najmi, but he is malafiedly denying the facts.

Learned counsel for the informant has submitted that petitioner and Sarwar Najmi are not returning money, which they have taken from the informant.

Learned counsel for the petitioner has submitted that he will make effort to return money to the informant through his friend Sarwar Najmi in five equal installment of Rs.50,000/-.

In such circumstances, this application is disposed off with direction to the petitioner to surrender in the court below i.e. **learned Additional Chief Judicial Magistrate-7, Bhagalpur** within a period of six weeks from the date of receipt/production of a copy of this order along with valid receipt showing payment of 1st installment of Rs.50,000/- to the informant by Demand Draft and in that event the court below will enlarge the petitioner on provisional anticipatory bail to its own satisfaction for a period of six months in connection with **Tatarpur P.S. Case No. 99 of 2017, G.R. No. 2421 of 2017** 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.

Thereafter, the petitioner will make payment of remaining amount of Rs.2,00,000/- within a period of four months in equal monthly installments by 15th of every month. After making full payment of Rs.2,50,000/- and on producing valid receipts showing payment of the entire amount to the informant by way of demand draft, the court below will confirm the provisional anticipatory bail of the petitioner after payment of entire amount to the informant.

It is made clear that in the event petitioner makes default in making payment of any single installment as ordered above, the court below will be at liberty to pass appropriate order in accordance with law including cancellation of provisional anticipatory bail granted to the petitioner.

(Sanjay Priya, J)

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