IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.31308 of 2018

Arising Out of PS.Case No. -27 Year- 2018 Thana -BARUN District- AURANGABAD

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1. Mukesh Kumar Singh son of Nagendra Singh resident of Village- Urdina, P.S.- Barun, District- Aurangabad.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Branch Manager, Co-operative Bank, Branch- Barun, District- Aurangabad.

.... Opposite Party/s

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Appearance :
For the Petitioner/s : Mr. Sumeet Kumar Singh
For the Opposite Party/s : Mr. Sri Uday Chand Prasad

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

5 29-08-2018 The petitioner is apprehending his arrest in connection with Barun P.S. Case No. 27 of 2018, registered for offences punishable under Sections 406 and 420 of the Indian Penal Code.

Allegation against the petitioner is that he has taken loan of Rs.1,00,16,168/- for purchase of the paddy from the farmers and the returned is given to the millers and the CMR has to be deposited to the B.S.F.C. and it is alleged that he has not returned Rs.52,41,859/- due to the Central Cooperative Bank, and further it appears that he has criminal antecedent also and he is accused in eight other cases of similar type.

Submission of learned counsel for the petitioner is that similar type of cases has been lodged by the B.S.F.C., in which the petitioner was given interim protection, but now the matter has been clarified by the Hon'ble Apex Court, in which it has been stated that the bank guarantee is referable to the terms of agreement and not to the defalcated sum. However, learned counsel for the petitioner agreed to pay fifty percent of Rs. Rs.52,41,859/- if some reasonable period is allowed.

Heard learned A.P.P. as well as learned counsel for the Central Cooperative Bank, Aurangabad, they have submitted that the earlier case is between the B.S.F.C. and petitioner and in this case, the amount of the Central Cooperative Bank has been taken and still he has not deposited an amount of Rs.52,41,859/-. As such the petitioner has to deposit the same to the Central Cooperative Bank and they have also opposed the anticipatory bail of the petitioner on the ground that the petitioner has criminal antecedents as he is accused in eight other cases.

Having heard both sides, in view the facts and circumstances of the case as stated above, the petitioner is directed to surrender before the court below within a period of six weeks along with a demand draft of Rs. 8,20,929.50/- (Rs. Eight Lakhs Twenty Thousand Nine Hundred Twenty Nine and Fifty Paisa) drawn in favour of Central Cooperative Bank and the court below after verifying the same shall release the petitioner on provisional bail to his own satisfaction for a period of six months during which period, the petitioner shall deposit the remaining amount of Rs. 18,00,000/- (Rs. Eighteen Lakhs) in six equal installments of Rs. 3,00,000/-, payable in the first week of each month by way of bank draft drawn in favour of the Central Cooperative Bank and once the fifty percent of Rs.52,41,859/- is paid, the provisional bail of the petitioner shall be confirmed and on failure to pay any of the installments, the provisional bail granted to the petitioner shall stand automatically cancelled.

It is made clear that the above deposit shall be subject to the outcome of the case.

(Vinod Kumar Sinha, J)

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