

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27811 of 2019

Arising Out of PS. Case No.-412 Year-2018 Thana- GANDHIMAIDAN District- Patna

PREM PRAKASH VIDYARTHY @ PREM @ SRI PRAKASH VIDYARTHY Son of Shri Sardar Singh, Director of M/S Sarapatti Education Private Limited, having its Office at 507, Patna One Mall, Dak Bungalow Road, P.S.- Kotwali, Patna-1 and Residing at 204, Amar Kunj Apartment, beside A.N. College, Boring Road, P.S.- S.K.Puri, Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rama Shankar Prasad, Son of Late Rameshwar Prasad, Resident of Flat No. 403, Balajee Residency, New Dak Bungalow Road, Police Station- Gandhi Maidan, District- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Ms. Maruti Kumari Mr. Sunil Kumar
For the Opposite Party/s :		Mr. Uday Chand Prasad
For O. P. No. 2	:	Mr. Pankaj Kumar Sinha Mr. Pramod Kumar Sinha

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 3 14-08-2019 Heard learned Counsel for the petitioner, learned Counsel for the Opposite Party No. 2 and learned Additional Public Prosecutor for the State.

This application, for grant of anticipatory bail, arises out of Gandhi Maidan Police Station Case No. 412 of 2018, disclosing offences under Sections 467/468/471/406/420/34 of the Indian Penal Code and Section 138 of the Negotiable Instruments Act, 1881.

The allegation against the petitioner, as per the First Information Report, is that the informant paid a sum of Rs. 2,10,00,000/- to M/s Sarapati Education Pvt. Ltd. (DPS Junior)



and its Directors, Chandani Kumari, Sardar Singh and the petitioner on their assurance that they would grant Master Franchisee of Junior D.P.S. for Uttar Pradesh and Madhya Pradesh. It has further been alleged that the accused persons got prepared a fake agreement with the son of the informant and received the above mentioned amount, but did not provide any Franchisee, as promised by the accused persons to the informant. It has further been alleged that the petitioner gave five cheques to the informant, for Rs. 2,10,00,000/-, but the same was not honoured and the entire amount of the informant has been misappropriated. It has further been alleged that out of the five cheques given to the informant by the petitioner, the cheque, mentioned the amount as Rs. 37,00,000/- was presented before the bank for its encashment, but the same stood dishonoured due to insufficient fund.

Learned Counsel for the petitioner submits that the petitioner is ready to pay a sum of Rs. 37,00,000/-, which is the cheque amount given to the informant through cheque no. 000152, dated 25.07.2018 within a period of six weeks from today by way of bank draft drawn in favour of the informant.

Learned Counsel for the informant- Opposite Party No. 2 accepts the offer of refund of Rs. 37,00,000/- given by the



informant, which is the cheque amount involved in the present case without prejudice to his right and contention to pursue the matter relating to other cheques issued by the petitioner.

In view of the above, let the petitioner pay an amount of Rs. 37,00,000/- by way of bank draft in favour of the informant- Opposite Party No. 2 within a period of six weeks from today.

Let the petitioner, above named, in the event of his arrest or surrender before the Court below within eight weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Sub Judge XVII -cum- 1st Additional Chief Judicial Magistrate, Patna, in connection with Gandhi Maidan Police Station Case No. 412 of 2018, subject to the conditions (i) laid down under Section 438 (2) of the Code of Criminal Procedure and (ii) the petitioner will annex the photostat copy of the bank draft, duly acknowledge by the informant- Opposite Party No. 2, along with surrender -cum- bail application.

This application is, accordingly, disposed of.

Prabhakar Anand/-

(Anil Kumar Sinha, J.)

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