

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.37815 of 2019

Arising Out of PS. Case No.-256 Year-2017 Thana- SHEKHPURA COMPLAINT CASE
District- Sheikhpura

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ALAKHDEO KUMAR S/o Vishundeo Prasad R/o village- Rampur Dih, P.S.- Bind, District- Nalanda. At present Shanti Nagar, Rampur Sindai, P.S.- Barbigha, District- Sheikhpura

... .. Petitioner/s

Versus

1. The State of Bihar
2. Vijay Kumar Singh Son of Late Narayan Singh Resident of Mohalla- Shanti Nagar Rampur Sindai, P.S.- Barbigha, District- Sheikhpura

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Pawan Kumar Singh, Advocate
For the Opposite Party/s	:	Mr.Sanjay Kumar Tiwary, APP
For the O.P.No. 2	:	Mr. D.K.Sinha, Sr. Advocate.
		Mr. Rajesh Kumar, Advocate.
		Mr. Abhinay Raj, Advocate.
		Mr. Alexander Ashok, Adv.

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

3 06-09-2019 The petitioner apprehends his arrest in connection with Complaint Case No. 256C of 2017 in which cognizance has been taken under Section 323,341,420, 504 and 506/34 of the Indian Penal Code.

Allegation against the petitioner as per complaint is that complainant is a staff in Power Triller Show Room of the petitioner. The petitioner told him to take loan from bank and on that basis signature of the complainant was taken on some papers by the petitioner and bank officials and complainant also handed over sale deed of the land and shop to the petitioner. When the complainant inquired about the loan amount from the



petitioner and other co-accused, then false assurance was given however on 05.06.2017, he got a notice from Punjab National Bank, Barbigha Branch for recovery of loan amount of Rs. 10 lacs and the complainant inquired from the petitioner regarding loan, the petitioner and other co-accused persons assaulted him and threatened to kill him.

Learned counsel appearing on behalf of the petitioner submits that petitioner is ready to repay the loan amount and loan was taken by the petitioner in the name of his wife and the complainant i.e., O.P.No. 2 was a guarantor in it. Learned counsel relying upon the supplementary affidavit submits that from perusal of Annexure-3, which is a letter dated 09.08.2019 issued by the Bank, it would be evident that bank has agreed to the proposal of compromise of the petitioner and has also agreed that if petitioner deposits a sum of Rs. 12.20 lacs within three months, all liability shall be discharged and if it is not deposited within three months, an amount of Rs. 12.50 lacs will have to be deposited within six months. It has further been clarified that no extension will be allowed after that to the petitioner.

Mr. D.K.Sinha, learned senior counsel, referring to the order dated 25.06.2019, submits that petitioner had also given undertaking before this Court to repay the entire outstanding



loan amount with interest within a period of two months but still the same has not been repaid by the petitioner to the bank. He further submits that petitioner may be directed to appear before the Debt Recovery Tribunal in SARFAESI proceeding in S.A.No. 104 of 2018 as soon as possible and petitioner should take liability of loan in the proceeding filed by the bank in Tribunal.

Upon this, learned counsel for the petitioner, on instructions, submits that petitioner will appear before the Tribunal in the aforesaid proceeding within a period of one month and will take liability of the loan amount and will make payment, as per terms entered into between the bank and the petitioner dated 09.08.2019. Learned counsel however submits that a sum of Rs. 2 lacs has already been deposited in the loan account of the bank vide Cheque no. 514954 dated 17.08.2019 of the State Bank of India.

After having heard learned counsel for the parties and taking into consideration the fact that petitioner has agreed to appear before the Debts Recovery Tribunal within a period of one month and has also agreed to take liability of loan and will abide by the terms and conditions of the compromise entered into between the petitioner and the bank dated 09.08.2019, I am



inclined to grant anticipatory bail to the petitioner.

Let the petitioner, above-named, in the event of arrest or surrender before the court below within a period of four weeks from the date of receipt of a copy of this order, be released on bail upon furnishing bail bond of Rs. 10,000/- with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, 1st Class, Sheikhpura in connection with Complaint Case No. 256C of 2017; subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure.

(Anil Kumar Sinha, J)

sujit/-

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