

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.39936 of 2019

Arising Out of PS. Case No.-1885 Year-2018 Thana- WEST CHAMPARAN COMPLAINT
District- West Champaran

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SUBHASH PRASAD @ SUBHASH PRASAD JAISWAL Son of Late Jagdish Prasad Resident of Village- Lagunaha, P.S.- Chautarwa, District- West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Pradeep Kumar Son of Late Dina Nath Prasad Resident of Village- Lagunaha, P.S.- Chautarwa, District- West Champaran, at present resident of Belbag Colony, ward No.32, P.S.- Bettiah (Town), District- West Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Sanjeev Kumar Shrivastava
For the Opposite Party/s : Mr.Sanjay Kumar

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CORAM: HONOURABLE MR. JUSTICE VINOD KUMAR SINHA
ORAL ORDER

2 01-07-2019 This application, for grant of anticipatory bail, arises out of Complaint Case No. 1885 (C) of 2018, disclosing offences under Sections 406 and 420 of the Indian Penal Code and Section 138 of the N.I. Act.

Allegation as per complaint petition is that petitioner took Rs. Ten Lakhs and Seven Lakhs for running the business of Chimney Bhattha and when the complainant demanded his Rs. Seventeen Lakhs, the petitioner executed Mahadnama with respect to piece of land and when the complainant approached for execution of land, he did not execute the said land and even did not return the money, thereafter, complainant filed a suit for



specific performance of contract. Further case is that, thereafter, the petitioner again approached the complainant and assured him to return the money and requested to withdraw the suit petitioner demanded Rs. Twenty Lakh for running the business and in lieu of that, he issued two cheques, which were dishonoured by the Bank on presentation.

Submission of learned counsel for the petitioner is that the allegation levelled by the complainant does not appear to be probable as to why after filing of suit for specific performance of contract, he would again give Rs. Twenty Lakh to the petitioner. Learned counsel for the petitioner, however, admitted the transaction of Rs. Seventeen Lakh and offered to return the same, if some reasonable time is granted and also if the petitioner withdraws the suit for specific performance of contract.

Heard learned A.P.P. as well as learned counsel for the complainant. Learned counsel for the complainant also agrees to the offer made by the petitioner.

Having heard both sides, in view of the above facts, this application is disposed of with direction to the petitioner to surrender before the court below within a period of six weeks along with a demand draft of Rs. Five lakhs drawn in favour of



the complainant 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 return the remaining amount of Rs. Twelve Lakh in the first week of alternate months and once the entire amount of Rs. Seventeen Lakhs is paid to the complainant, the court below shall confirm the provisional bail of the petitioner, otherwise, he is free to pass any order as he deems fit and proper including cancellation of provisional bail of the petitioner.

It is expected that after realization of the total amount, the complainant will withdraw the suit for specific performance of contract, if the same is pending

This application is, accordingly, disposed of.

(Vinod Kumar Sinha, J)

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