

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.31887 of 2020

Arising Out of PS. Case No.-154 Year-2020 Thana- SIWAN CITY District- Siwan

Balinder Chaudhary (male), aged about 30 years, son of Late Banarshi Chaudhary, resident of Village - Lakhraw, P.O.- Siwan, P.S.- Siwan Muffasil, District – Siwan.

... .. Petitioner/s

Versus

1. The State of Bihar
2. The Nagar Parishad, Siwan through the Executive officer. Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Shashi Bhushan Kumar Manglam, Advocate
For the State	:	Ms. Rina Sinha, APP
For the Nagar Parishad	:	Ms. Ravi Bhushan Verma, Advocate

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date : 06-04-2021

The matter has been heard *via* video conferencing.

2. Heard Mr. Shashi Bhushan Kumar Manglam, learned counsel for the petitioner; Ms. Rina Sinha, learned Additional Public Prosecutor (APP) for the State and Mr. Ravi Bhushan Verma, learned counsel for the Nagar Parishad, Siwan.

3. The petitioner apprehends arrest in connection with Siwan Town PS Case No. 154 of 2020 dated 11.04.2020, instituted under Sections 406 of the Indian Penal Code and 138 of the Negotiable Instruments Act, 1881.

4. The allegation against the petitioner is that he was a settlee for a Bus Stand under Nagar Parishad, Siwan, for an



amount of Rs.1,53,00,000/-, but he was defaulter of Rs. 96,30,000/-.

5. Learned counsel for the petitioner, on 22.03.2021, as has been recorded in the order, had submitted that without going into the merits of the matter he was ready to pay the amount of Rs. 96,30,000/- to the Nagar Parishad, Siwan, but had also prayed that for the same he may be given one year time.

6. Though the Court had indicated that it may not grant one year; however, it had called upon learned counsel for the Nagar Parishad, Siwan, to take instructions.

7. Today, learned counsel for the Nagar Parishad, Siwan, submitted that they are agreeable to such settlement. It was submitted that the petitioner be asked to give post-dated monthly cheques so that the amount is recovered in 12 equal monthly instalments.

8. On a query of the Court, at this juncture, to learned counsel for the petitioner, with regard to the stand of the Nagar Parishad, Siwan, he readily agreed to the same.

9. Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, in the event of arrest or surrender before the Court below within six weeks from today, the petitioner be released on bail upon



furnishing bail bonds of Rs. 25,000/- (twenty five thousand) with two sureties of the like amount each to the satisfaction of the learned Chief Judicial Magistrate, Siwan, in Siwan Town PS Case No. 154 of 2020, subject to the conditions laid down in Section 438(2) of the Code of Criminal Procedure, 1973 and further (i) that one of the bailors shall be a close relative of the petitioner and (ii) that the petitioner shall hand over a Demand Draft of Rs. 20,00,000/- (twenty lakhs) in favour of the Nagar Parishad, Siwan, to the Executive Officer of the Nagar Parishad, within two weeks from today along with twelve cheques dated 31st May, 2021; 30th June, 2021; 31st July, 2021; 31st August, 2021; 30th September, 2021; 31st October, 2021; 30th November, 2021; 31st December, 2021; 31st January, 2022; 28th February, 2022; 31st March, 2022 for an amount of Rs. 6,35,833/- (six lakhs thirty five thousand eight hundred and thirty three) each and 30th April, 2022 for an amount of Rs. 3,00,491/- (three lakhs four hundred and ninety one). The Court is directing payment of the last instalment of only Rs. 3,00,491/- in view of the admitted position that from 24th March, 2020 to 31st March, 2020, i.e., for 8 days, there was complete nation-wide/state-wide lock down which included movement of any traffic, especially commercial vehicles and, thus, it is obvious that the petitioner, for reasons



beyond his control, could not have earned any revenue during that period.

10. It shall be open for the informant/prosecution to bring any violation of the foregoing conditions of bail by the petitioner, to the notice of the Court concerned, which shall take immediate action on the same after giving opportunity of hearing to the petitioner.

11. The Court would only indicate that it is the duty of the petitioner to ensure that there are sufficient funds in his account and the same is kept alive, when the cheques are presented by the Nagar Parishad, Siwan, as the primary consideration for grant of anticipatory bail has been his *suo motu*/voluntary readiness, which amounts to an undertaking to the Court, to give 12 post-dated cheques for the entire due amount. Thus, the petitioner shall ensure that the same are duly honoured.

12. On the plea of learned counsel for the petitioner that once he is ready to pay the amount due against him, the prosecution against him be withdrawn, the Court would observe that if such prayer is made by the petitioner, it would be considered in the background that the allegation of non-payment of government dues against him stands discharged.



13. The application stands disposed off in the
aforementioned terms.

(Ahsanuddin Amanullah, J)

J. Alam/-

AFR/NAFR	
U	
T	

