

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.5496 of 2022

Arising Out of PS. Case No.-2 Year-2019 Thana- C.B.I CASE District- Patna

Niru Kumari W/o Raju Kumar Resident of Village - C/o Anil Kumar ,
Balkrishna Ganj, Devi asthan Alam Ganj, P.S.- Guljarbagh, Distt.- Patna,
Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar
2. The Economic Offences Wing of CBI, Ranchi State Jharkhand. Jharkhand.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Sumeet Kumar Singh, Advocate
For the Opposite Party/s	:	Mr. Shailendra Kumar, A.P.P.
For the C.B.I.	:	Mrs. Nivedita Nirvikar, Sr. Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

10 20-12-2022 Heard learned counsels for the petitioner, the State
and the C.B.I.

Petitioner apprehends arrest in a case registered for
the offences punishable under Sections 420, 467, 468 and 471 of
Indian Penal Code.

As per prosecution case, Rs. 4.44 crores were
withdrawn on the basis of forged and fabricated documents from
Corporation Bank, Kankarbagh Branch, Patna in the name of 23
different firms. It is alleged that this petitioner has fraudulently
withdrawn Rs. 10 lakhs.

Learned counsel appearing for the petitioner submits
that the petitioner is willing and ready to deposit the alleged



amount with interest, which comes to Rs. 12,69,453/- in installments of Rs. 25,000/- per month.

Considering the undertaking given by the petitioner, let the above named petitioner in the event of her arrest/surrender before the court below within a period of thirty days from today, be enlarged on bail on furnishing bail-bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of Special Judge, C.B.I.-I, Patna in Special Case No. 2/2021 (RC-2(S) of 2019), subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure with direction to the petitioner that he shall refund Rs. 1,00,000/- (one lakh) through Bank Draft to the informant/Corporation Bank, Kankarbagh Branch, Patna at the time of furnishing bail-bond and thereafter, rest amount i.e., 11,69,453/- (eleven lakh, sixty-nine thousand, four hundred fifty-three) shall be refunded @ Rs. 25,000/- per month and as such, in 46 months, total Rs. 11,50,000/- would be refunded to the Bank and the rest money i.e., Rs. 19,453/- shall be deposited in 47th month through Bank Draft to the Corporation Bank, Kankarbagh Branch, Patna, failing which, the learned court below would be at liberty to cancel the bail-bond. The said deposit shall be subject to the final outcome of the case.



It is further clarified that :-

“(1) Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the Court and shall remain physically present as directed by the Court and on his/her absence on two consecutive dates without sufficient reason, his/her bail bond shall be cancelled by the Court below.

(2) If the petitioner tampers with the evidence or the witnesses, in that case the prosecution will be at liberty to move for cancellation of bail.”

(Prabhat Kumar Singh, J)

Navya/-

U		T	
---	--	---	--

