

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL APPEAL (SJ) No.2826 of 2022

Arising Out of PS. Case No.-651 Year-2021 Thana- BAGHA District- West Champaran

Manoj Mishra Son Of Late Vinda Mishra R/O Village- Pujha Parjirwa, P.S.-
Shreenagar (Pujha), Dist.- West Champaran

... .. Appellant/s

Versus

1. The State of Bihar
2. Raju Baitha Son Of Ramakant Baitha R/O Village- Goriya Patti, P.S.-
Bagha, Dist.- West Champaran

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Anuj Kumar, Adv.

For the Respondent/s : Mr. Binay Krishna, Spl.P.P.

CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL ORDER

2 10-11-2022 Let the defects, as pointed out by the office, be removed within four weeks of starting of Court proceeding in physical mode in normal course.

A supplementary affidavit has been filed on behalf of the appellant carrying out necessary correction in the memo of appeal.

Heard learned counsel for the appellant and learned Spl. P.P. for the State.

This is an appeal under Sections 14(A)(2) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, against refusal of the prayer for anticipatory bail by order dated 07.06.2022 in A.B.P. No. 1303 of 2022 passed by the learned Additional District and Sessions



Judge 1st-cum-Special Judge (SC/ST), Betiah, West Champaran in connection with Bagha P.S. Case No. 651 of 2021 registered under Sections 420, 406, 467, 468, 472 and 34 of the Indian Penal Code as well as under Sections 3(i) (r) of the Scheduled Castes and Scheduled Tribes Act.

According to prosecution case, that the informant runs business of stone chips and he had requirements of piece of land besides the road. Chandrashekhar Prasad Yadav, Deepak Mishra and Manoj Mishra had knowledge of the said fact. In the month of April 2019 the aforesaid person came and negotiated for sale of land area 1 ½ katha out of total area of land 13 katha, bearing Khata No. 213, Plot No. 106 which belongs to one Pramod Pandey. The cost of 1 ½ katha land was finalized Rs. 44 lakh. Sri Pandey stated that the amount may be paid to any of the aforesaid persons and on payment of the amount he will execute the sale deed. As per talks between Chandrashekhar, Sri Pandey, the informant transferred Rs. 5 lakhs to Manoj Mishra through cheque in his Account No. 38378384586. Subsequently the informant paid money to the accused persons on different dates and as such he paid money to the accused persons on different dates and as such he paid total



amount of Rs. 43,70,000/- Chandrashekhar, Deepak Mishra and Manoj Mishra handed over two different sale deed on 27.05.2019 and 27.09.2020 executed by Pramod for 1 ½ katha land and stated that Pramod has executed the land in his favour. On enquiry the informant stated that he will take legal steps against the accused persons then Chandrashekhar issued five guarantee cheques of Rs. 40 lakh with an assurance that the informant may depoist the said cheques in his account for encashment if the land will not be executed within three months. Deepak will pay the rest amount. After lapses of three months neither the land was transferred in the name of informant nor the accused persons are talking with him. On 07.12.2021 the informant meet with Chandrashekhar and Deepak and enquired about the matter. They utter caste name of the informant, refused to executed the sale deed and threatened for life.

Learned counsel for the appellant submits that the applicant is ready to pay Rs. 5 lakh to the informant in two equal installments. He also undertakes to pay the first installment of Rs. 2.5 lakh to the informant at the time of furnishing bail bond and the second installment of equal amount shall be paid to informant within a period of 30



days from the date of furnishing of bail bond.

The learned Spl.P.P. for the State on the other hand has vehemently opposed the prayer for anticipatory bail of the appellant on the ground that appellant has nine criminal antecedents apart from the present one.

After hearing the parties, in my view for the purpose of this anticipatory bail, no offence under the provisions of Schedule Castes and Scheduled Tribes Act is made out.

Hence, let the appellant, above named, in the event of his arrest or surrender before the court below within a period of thirty days from the date of receipt of the order, be released on anticipatory bail on furnishing bail bond of Rs.10,000 (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned court below where the case is pending in connection with the aforesaid case, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure and with other following conditions:-

(1) Appellant shall have to give Rs. 2,50,000/- by way of demand draft in favour of the informant at the time of furnishing bail bond and next installment of Rs.



2,50,000/- shall have to be paid within 30 days from the date of furnishing bail bond in favour of the informant.

(2) If the appellant shall fail to pay the remaining amount, i.e., Rs. 2,50,000/-, the bail bond shall be automatically cancelled.

(3) Appellant 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, their bail bonds shall be cancelled by the Court below.

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

And, further condition that the court below shall verify the criminal antecedent of the appellant and in case at any stage, it is found that the appellant has concealed his criminal antecedent, the court below shall take step for cancellation of bail bonds of the appellant. However, the acceptance of bail bonds in terms of the above-mentioned order shall not be delayed for purpose of or in the name of verification.



Accordingly, the impugned order is set aside and this appeal stands allowed.

Needless to say that the bail bonds of the appellant shall only be accepted by the Court below after verifying the acknowledgement of payment of Rs. 2.5 lakh as undertaken by the appellant at the time of furnishing bail bond.

(Rajesh Kumar Verma, J)

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