

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL APPEAL (SJ) No.3045 of 2022

Arising Out of PS. Case No.-253 Year-2021 Thana- SULTANGANJ District- Patna

Md. Karamtullah, Son of late Nabi Hassan (Aihil Beading and Furnishing, Near Sahit Samalan, Kadam Kuan) ,Resident of Kankarbagh, P.S.- Kankarbagh, District - Patna-20, Present residential address Bagmali, P.S.- Bagmali Town, District - Vaishali.

... .. Appellant/s

Versus

1. The State of Bihar
2. Ritik Narayan @ Rishu Narayan, S/o- Upendra Narayan R/o- Shivpur, Mahendru, P.S.- Sultanganj, District - Patna.

... .. Respondent/s

Appearance :

For the Appellant/s	:	Mr.Alok Ranjan, Advocate
For the Respondent/s	:	Mr.Sadanand Paswan, Spl.P.P
		Mr. Kumar Rajeev, Advocate

CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL JUDGMENT

Date : 13-10-2022

Heard learned counsel for the appellant, learned
Spl.PP for the State and learned counsel for the respondent no.
2.

Let the defect (s), as pointed out by the office, be
removed within a period of four weeks.

This is an appeal under Section 14(A)(2) of the
Scheduled Castes and Scheduled Tribes (Prevention of
Atrocities) Act, 1989 against the refusal of prayer for bail vide
order dated 28.04.2022 passed by the learned Additional
Sessions Judge-III-cum-Special Judge, SC/ST, Patna in
connection with Sultanganj P.S. Case No. 253 of 2021(Special



Case No. 261 of 2021), registered for the alleged offences under Sections 406, 420, 34, 504 of the Indian Penal Code, Section 138 of NI Act and Section 3(i) (r) (s) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act.

As per prosecution case, the informant gave a loan of Rs. 3 lacs to the appellant on recommendation of his co-accused brothers and the appellant issued a post-dated cheque in the name of the informant. But when the cheque was produced for encashment, it was dishonoured. Thereafter, the informant demanded his money back from the appellant and his co-accused brothers, but they abused him taking his caste name and drove him out from their shop.

Learned counsel for the appellant submits that no occurrence as alleged has ever taken place. It is apparent from the FIR that there is money dispute between the parties. No offence under any of the sections mentioned in the FIR is made out against the appellant except for Section 138 of Negotiable Instruments Act for which the informant was required to file a complaint petition. However, the matter has been compromised between the parties and the appellant had paid the complete amount as claimed by the informant. Similarly placed co-accused has been granted bail by a Coordinate Bench of this



court vide order dated 14.07.2022 passed in Cr. Appeal (SJ) No. 1311 of 2022. The appellant is in custody since 22.12.2021 and charge sheet has been submitted.

Learned counsel appearing on behalf of the informant admits the factum of compromise and submits that the appellant has paid the money due to informant and nothing remains in this dispute.

Learned Spl.P.P. opposes the prayer for bail submitting that the appellant has criminal antecedent.

Having regard to the facts and circumstances and the submissions made on behalf of the parties and considering the nature of dispute arising out of money transaction and further considering the fact that the payment of the outstanding amount has been made and also considering the submission of charge sheet and the period of custody of the appellant, the appellant above named is directed to be released on bail on furnishing bail bond of Rs. 20,000/- (twenty thousand) with two sureties of the like amount each to the satisfaction of learned Additional Sessions Judge-III-cum-Special Judge, Patna, in connection with Sultanganj P.S. Case No. 253 of 2021, subject to the conditions mentioned in Section 437(3) of the Code of Criminal Procedure and also the following conditions:



- (i) The bail bond of the appellant will be accepted only after framing of charge, if not already framed.
- (ii) One of the bailors will be a close relative of the appellant.
- (iii) The appellant will remain present on each and every date fixed by the court below.
- (iv) In case of absence on three consecutive dates or in violation of the terms of the bail, the bail bond of the appellant will be liable to be cancelled by the court concerned.

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

(Arun Kumar Jha, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	14.10.2022
Transmission Date	14.10.2022

