

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27765 of 2023

Arising Out of PS. Case No.-338 Year-2022 Thana- SAHPUR District- Patna

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1. Priya Kumari @ Priya Mishra W/O Prabhat Kumar Ranjan @ Uday Samrat @ Uday Samrat Resident of Village- Vaidehi Apartment, Jagdeo Path, P.S.- Rupaspur, District- Patna.
 2. Prabhat Kumar Ranjan @ Uday Samrat @ Uday Samrat S/O Late Chandradeo Yadav @ Chandradeo Prasad Resident of Village- Vaidehi Apartment, Jagdeo Path, P.S.- Rupaspur, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rinki Kumari W/O Arun Kumar, Resident of Village- Bhatwalia, P.O. Barhani Bazar, P.S.- Muffasil Siwan, District- Siwan, A/P Flat no.- 201/A, Dream Jewel Apartment R.K.Puram, P.S.- Danapur, District- Patna.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Madhukar Anand, Advocate
For the Opposite Party/s	:	Mr. Ram Priya Sharan Singh, A.P.P.

CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL ORDER

5 08-08-2023 Heard learned counsel for the petitioners, learned counsel appearing for the informant and learned Additional Public Prosecutor for the State.

2. Petitioners seek bail, who are in custody since 24.08.2022 in connection with Shahpur P.S. Case No. 338 of 2022, F.I.R. dated 09.07.2022 for the offences punishable under Sections 406, 420, 467, 468, 34 of the Indian Penal Code.

3. According to prosecution case, the petitioners are Directors of M/s Patligram Builders Pvt. Ltd. and allegation against them, in brief, is that they induced informant by their



pretensions and false assurances to book a Resort Home R5V1 (Duplex/Villa) and pay total Rs.12,31,200/-. However, they deferred the execution of agreement on one pretext or other. Ultimately, informant demanded return of his money and after 90 days of his demand, informant was given two cheques, one of Rs.5,00,000/- and other of Rs.7,31,200/-. Both the cheques bounced. Thereafter, informant was returned Rs.2,25,200/- through two cheques but petitioners have not still paid Rs.10,06,200/- to informant.

4. When the matter was taken up on 21.07.2023, learned counsel for the petitioners outrightly submits that the petitioners are ready to return the amount in question to the informant and for this purpose the petitioners have filed supplementary affidavit stating therein the mode of payment, which is quoted herein below :-

Sl.	Amount	Time
1	Rs.1.06,200/-	At the time of furnishing of bail bond.
2	Rs.1,00,000/-	Within one months after re-lease
3	Rs.1,00,000/-	Within one months after the last installment.
4	Rs.1,00,000/-	Within one months after the last installment.
5	Rs.1,00,000/-	Within one months after the last installment.
6	Rs.1,00,000/-	Within one months after the last installment.



7	Rs.1,00,000/-	Within one months after the last installment.
8	Rs.1,00,000/-	Within one months after the last installment.
9	Rs.2,00,000/-	Within one months after the last installment.
Total	Rs.10,06,200/-	

5. Learned counsel for the informant accept the offer made by the learned counsel for the petitioners.

6. Considering the aforesaid facts and circumstances, let the petitioners, above named, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) each with two sureties of the like amount each to the satisfaction of the Ms. Kanchan Prabha, learned Judicial Magistrate, 1st Class, Danapur in connection with Shahpur P.S. Case No. 338 of 2022, subject to the following conditions:-

1. At the time of furnishing of bails, bond the petitioners shall produce the demand draft of Rs.2,00,000/- (Rupees two lacs) in favour of the informant namely, Rinki Kumari and the rest amount of Rs.8,06,200/- (Rupees eight lacs six thousand and two hundred) shall be paid to the informant by way of demand draft as per aforesaid schedule mentioned in Para-4. Learned trial court is directed to hand over the demand draft of Rs.2,00,000/- (Rupees two lacs) to the learned counsel for the informant or the informant.

2. If the petitioners have not deposited the aforesaid amount by way of demand draft



in time, as per schedule, the informant would be at liberty to move before the learned Trial Court for cancellation of bail bonds of the petitioners.

3. Petitioners 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 their absence on two consecutive dates without sufficient reason, their bail bond shall be cancelled by the Court below.

4. If the petitioners tamper with the evidence or the witnesses, in that case, the prosecution will be at liberty to move for cancellation of bail.

5. And further condition that the court below shall verify the criminal antecedent of the petitioners and in case at any stage it is found that the petitioners have concealed their criminal antecedent, the court below shall take step for cancellation of bail bond of the petitioners. 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.

(Rajesh Kumar Verma, J)

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