

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.51256 of 2023**

Arising Out of PS. Case No.-643 Year-2023 Thana- DANAPUR District- Patna

MADHU KUMARI WIFE OF NAVIN KUMAR RESIDENT OF VILLAGE-  
MADHU HERITAGE, VIJAY SINGH YADAV PATH, SAGUNA  
KHAGAU ROAD, DANAPUR, PS - DANAPUR, DISTT. - PATNA

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Ravindra Kumar, Advocate

Mr. Keshav Kumar, Advocate

For the Opposite Party/s : Mr. Aditya Narayan Singh.1, A.P.P.

**CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA**  
**ORAL ORDER**

- 2      18-08-2023                      1. Heard learned counsel for the petitioner and learned  
A.P.P. for the State.
2. The petitioner apprehends her arrest in a case registered  
for the offences punishable under Sections 420 and 406/34 of the  
Indian Penal Code.
3. Learned counsel for the petitioner submits that  
petitioner has antecedent of six cases.
4. The informant alleges that he had entered into an  
agreement for purchase of 1500 sq. ft. of land with Arrowtech  
Infrahome and as per agreement he had made payment of  
Rs.20,17,750/- along with registration fee in the bank account of the  
company maintained with ICICI Bank. He further alleges that the  
Director of the company i.e. the petitioner and her husband after  
receiving full payment of the land promised to register the land but  
even after receipt of entire amount they are adopting lackadaisical



approach in registering the land. He further alleges that despite fixing several dates for registration, still the same was not done.

5. Learned counsel for the petitioner very fairly submits that petitioner does not dispute that an amount of Rs.20,17,750/- was credited in the account of the company. It is further submitted that it may be noted that it is not that the company does not intend to register the land but then the company had entered into an agreement with one Sudhir Singh for providing the land and the land for which the informant had entered into an agreement is the same land for which the company had entered into an agreement with Sudhir Singh and he despite receiving an amount of Rs.1,04,41,000/- from the company has not provided the land as such the land could not be transferred to the petitioner. It is next submitted that petitioner will refund the entire amount of Rs.20,17,750/- to the informant which was deposited in the account of the company within a period of four months from today. It is also submitted that petitioner before surrendering shall deposit an amount of Rs.5 lakhs in the account of the informant.

6. Learned A.P.P. for the State opposes the prayer for anticipatory bail of the petitioner.

7. Considering the submissions made by the learned counsel for the petitioner, the petitioner above-named, in the event of her arrest or surrender before the learned Court below within a period of six weeks from today, be released on provisional anticipatory bail



on furnishing bail bonds of Rs.5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of the learned court below where the case is pending/successor court in connection with Danapur P.S. Case No. 643 of 2023, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

8. However, if the petitioner does not deposit an amount of Rs.5 lakhs in the account of the informant on the date of surrender, the present order granting provisional anticipatory bail to the petitioner shall not be given effect to.

9. However, if the petitioner by 18.12.2023 does not submit the proof indicating deposit of Rs.15,17,750/- in the account of the informant in that event the learned trial court shall be at liberty to cancel the provisional anticipatory bail of the petitioner after recording reasons.

10. However, if the petitioner submits proof of depositing Rs.15,17,750/- in that event, the provisional anticipatory bail granted to the petitioner shall be confirmed on the same terms and conditions.

**(Satyavrat Verma, J)**

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