

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58029 of 2023

Arising Out of PS. Case No.-3953 Year-2021 Thana- PATNA COMPLAINT CASE District-
Patna

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UMESH KUMAR SINHA @ UMESH KUMAR, aged about 58 years, Male,
SON OF LATE KRISHNA PRASAD DEVDATT, RESIDENT OF
MOHALLA - PAVITRA PATH, KUMHRAR, MAURYA VIHAR COLON,
TRANSPORT NAGAR, POLICE STATION - AGAMKUKAN, DISTRICT -
PATNA

... .. Petitioner/s

Versus

1. The State of Bihar
2. RAJEEV ARUN, SON OF LATE ARUN PRAKASH SINHA ,RESIDENT
OF BEHIND BLIND SCHOOL,NEAR, DR. GYAN PRAKASH CLINIC,
P.S. - KADAMKUAN, DISTRICT - PATNA

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Raj Krishna Jha, Advocate
For the Opposite Party/s : Mr.Shyameshwar Dayal, APP

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 11-10-2023 Heard Mr. Raj Krishna Jha, learned counsel

appearing on behalf of the petitioner and Mr. Shyameshwar

Dayal, learned APP for the State.

2. The petitioner seeks pre-arrest bail in connection
with Complaint case No.3953(C) of 2021 registered for the
offence punishable under Sections 420 of the Indian Penal
Code.

3. The complaint relates to a Mall, namely, Metro
Mega Bazar situated in front of FNS School, Shershah Road,
Gulzarbagh, Alamganj, Patnacity, Patna. The son of the



petitioner had entered into an agreement with the complainant on 15.05.2019 by which the earlier partnership deed dated 26.04.2018 was dissolved on the agreed terms and conditions, as recited in the aforesaid agreement dated 15.05.2019. The petitioner's son defaulted in making Rs.50,000/- per month, which led to filing of the present complaint petition against the petitioner and his son, being co-accused, namely, Ashish Ranjan.

4. Learned counsel appearing on behalf of the petitioner submits that the terms and conditions of the agreement reveal that the same relates to business transaction between the parties and on account of default on the part of the son of the petitioner, the complainant has proceeded to take measure of criminal proceeding against the petitioner and his son. It is further submitted by learned counsel that he has received instruction from the petitioner that the parties are willing to arrive at an amicable settlement but the same requires some time, as the amount which is to be negotiated is rupees twenty two lacs. Learned counsel further submits that the negotiation is going on between the parties; petitioner is ready to deposit the amount, as claimed for by the complainant, and as the transaction being civil in nature, the petitioner deserves to be



released on bail.

5. Learned APP for the State vehemently opposed the prayer for grant of pre-arrest bail and submits that the petitioner has breached the terms and conditions of the agreement and he cannot be said to have not committed any criminal breach of trust and, as such, the petitioner does not deserve to be released on bail.

6. Having considered the nature of allegation made in the complaint as well as the instruction which has been communicated to this Court by learned counsel appearing on behalf of the petitioner, on his behalf, that the parties are willing to negotiate with respect to the amount in question amounting to rupees twenty two lacs in an amicable manner, the petitioner, above named, is directed to be released on **provisional bail**, in the event of surrender before the Court below within a period of four weeks from today, on furnishing bail bond of Rs. 25,000/- (Rupees Twenty Five Thousand) with two sureties of the like amount each to the satisfaction of learned J.M.F.C., Patna in connection with Complaint Case No.3953(C)/2021, subject to the condition as laid down under Section 438(2) of the Cr.P.C with a further condition that the petitioner will file his undertaking that he and his son will participate in the



negotiation process so that the amount in terms of the agreement can be returned back to the complainant within the aforesaid period of three months. The provisional bail shall remain in effect till the period of three months. It is expected that the parties may dissolve the dispute within the aforesaid period by an amicable settlement.

7. In case, the district Court finds that the parties have settled the dispute, the provisional bail granted to the petitioner shall be made absolute by the court below itself.

8. With the aforesaid observation/direction, the application stands disposed off.

(Purnendu Singh, J)

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