

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9656 of 2023

Arising Out of PS. Case No.-1991 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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KUNDAN KUMAR PATHAK S/O HRIDAY PATHAK Resident of village-
Jagri Tola (Near Gahri Chowk), P.S.- Paharpur, District- East Champaran,
Motihari, Proprietor of Maa Gayatri Pustak Bhawan, Sariswan Road, P.S.-
Bettiah, Muffasil, District- West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. KANUPRIYA WIFE OF LATE SIDDHARTH SINGH Resident of Gyan
Ganga Trade Centre, New Bypass, Chamanchak, P.S. - Ram Krishna Nagar,
District - Patna - 800027

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Anuj Kumar, Advocate
For the Opposite Party/s : Mr. Ram Sumiran Rai, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

10 23-07-2024 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and Mr. Satyabir Bharti learned counsel
appearing on behalf of the opposite party no. 2.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 406 and
420 of the Indian Penal Code.

3. Learned counsel for the petitioner, at the outset,
submits that the case was referred for mediation and the
mediation was successful and the petitioner agreed to pay an
amount of Rs.27 lakhs, out of which Rs.2,55,000/- has been
paid, as such, now petitioner has to pay an amount of
Rs.24,45,000/-. It is further submitted that during pendency of



the present anticipatory bail application, the original complainant died and in his place his wife filed a substitution application which was allowed by an order dated 18.07.2024.

4. At this stage, learned counsel appearing on behalf of the opposite party no. 2 submits that the opposite party no. 2 has filed a counter affidavit bringing on record the fact that if the amount as agreed is paid to her in that event no legal heir of the original complainant would raise any dispute in the future. In support of the same, an affidavit has also been brought on record of the parents of the deceased.

5. Learned counsel for the opposite party no. 2 further submits that if any dispute arises in future, it will be the sole responsibility of the opposite party no. 2 to indemnify the legal heirs of the original complainant if they are entitled to the amount in accordance with law.

6. Learned counsel for the petitioner submits that petitioner is ready to pay the rest of the amount as recorded hereinabove but then he requires some time. It is further submitted that the first installment of Rs.4,07,500/- shall be paid on 20.08.2024, Rs.4,07,500/- shall be paid on 20.12.2024, Rs.4,07,500/- shall be paid on 20.04.2025, Rs.4,07,500/- shall be paid on 20.07.2025, Rs.4,07,500/- shall be paid on



20.10.2025 and finally Rs.4,07,500/- shall be paid on 20.12.2025 to the opposite party no. 2.

7. Learned counsel appearing on behalf of the opposite party no. 2 based on instruction does not dispute the said submission of the learned counsel appearing on behalf of the petitioner.

8. Learned counsel for the petitioner further submits that he has brought five cheques bearing nos. 782697 dated 20.08.2024 for an amount of Rs.4,07,500/-, 782696 dated 20.12.2024 for an amount of Rs.4,07,500/-, 782695 dated 20.04.2025 for an amount of Rs.4,07,500/-, 782693 dated 20.07.2025 for an amount of Rs.4,07,500/- and 782692 dated 20.10.2025 for an amount of Rs.4,07,500/-. It is next submitted that the last payment of Rs.4,07,500/- which the petitioner has undertaken to pay on 20.12.2025 for that also a cheque shall be issued in the name of the opposite party no. 2 and shall be handed over to the learned counsel appearing on behalf of the opposite party no. 2 by 01.08.2024. It is also submitted that all the aforesaid cheques are in the name of the opposite party no. 2 drawn on Canara Bank, Bettiah, West Champaran, Bihar.

9. Learned counsel appearing on behalf of the opposite party no. 2 has received the cheque nos. 782697,



782696, 782695, 782693 and 782692.

10. In view of the aforesaid submissions made by the learned counsel appearing on behalf of the petitioner and the cheques having been handed over to the learned counsel appearing on behalf of the opposite party no. 2, as such, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on 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 Complaint Case No. 1991(C) of 2022, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

11. However, the opposite party no. 2 shall be at liberty to file an application seeking cancellation of the anticipatory bail granted to the petitioner, if any of the cheques is dishonoured on presentation for encashment.

12. At this stage, learned counsel appearing on behalf of the opposite party no. 2 submits that the moment all the dues are redeemed, the opposite party no. 2 shall withdraw the instant case instituted against the petitioner.

13. It is made clear that the learned trial court before



accepting the bail bonds of the petitioner shall verify whether
Cheque No. 782697 dated 20.08.2024 for an amount of
Rs.4,07,500/- has been encashed or not. If the cheque is not
encashed, the present anticipatory bail order shall be not given
effect to.

(Satyavrat Verma, J)

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