

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.32240 of 2024

Arising Out of PS. Case No.-302 Year-2023 Thana- JANDAHA District- Vaishali

Abhishek Kumar S/o Late ram Sagar Singh R/o vill - Uphraul, P.S. - Desri,
Distt. - Vaishali

... .. Petitioner/s

Versus

1. The State of Bihar
2. Parshuram Singh S/o Late Deepan Singh R/o vill and P.O. - Kishnupur
Telaurl, P.S. - Goraul, Distt. - Vaishali

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Dinu Kumar, Adv. Mr. Vardaan Mangalam, Adv. Mrs.Ritika Rani, Adv.
For the Opposite Party/s :		Mr. Umesh Lal Verma, APP Mr. Radha Mohan Singh, Adv. Mr. Sachin Kumar, Adv.

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5. 09-09-2024 Heard learned counsel for the petitioner, State and
informant/opposite party no. 2.

2. The petitioner apprehends his arrest in a case registered for the offence under Sections 406, 420, 341, 323, 504 & 506 of the Indian Penal Code.

3. The prosecution case, in brief, is that the informant, who is owner of M.B.C.Brick Kiln, Panapur, entered into an agreement with this petitioner to lease the brick kiln on payment of Rs. 58,00000/-and for that purpose petitioner would pay Rs. 7,51,000/- every season in the month of June to the Informant and the first installment would begin on June 2022 & the lease would come to end on 30 June 2023, but it is alleged that petitioner breached the terms of agreement and neither he made



the payment, as per the agreement, to the Informant nor returned the Bricks Kiln and has also neither paid the Electricity Bill of the Bricks Kiln amounting to Rs. 16,000/- nor paid the due amount of Rs. 2,30,000/- of the Mining Department. It is next alleged that when Informant sent legal notice to petitioner, he abused & threatened the Informant.

4. Learned counsel for the petitioner submits that from bare perusal of F.I.R., it is apparent that the dispute relates to business transaction, which is purely civil in nature. At best, it is a case of 'breach of agreement'. However, without admitting the allegations made in the F.I.R. by way of filing supplementary affidavit, learned counsel for the petitioner submits that petitioner is ready to deposit **Rs. 10,00,000/- (Rupees ten lacs)** in easy installments in the Nazarat of the Civil Court, for which, learned counsel for the opposite party no. 2 does not oppose.

5. Considering the aforesaid facts and circumstances, let the above named petitioner, in the event of his arrest/surrender within a period of six weeks from today, be enlarged on bail on furnishing bail-bond of **Rs. 10,000/-** (ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Vaishali at



Hajipur in connection with Jandaha P.S. Case No. 302 of 2023, subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure with further following conditions:

“(A) At the time of furnishing bail-bond, the petitioner shall deposit **Rs. 1,00,000/-** (one lac) in the *Nazarat* of Civil Court, Hajipur.

(B) Rest amount i.e. **Rs. 9,00,000/-** (nine lacs) shall be deposited in the *Nazarat* of Civil Court, Siwan in six equal installments of **Rs. 1,50,000/-** (one lac fifty thousand) each within a period of six months from the date of furnishing bail-bond.

(C) The aforesaid payment shall be subject to final outcome of the case.

(D) If petitioner fails to comply the direction of this Court, the learned Court below would be at liberty to cancel the bail-bond of the petitioner.”

6. This order has been passed, without going into the merit of the case, only for the purpose of considering the prayer for anticipatory bail of petitioner.

(Prabhat Kumar Singh, J)

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