

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.59320 of 2023**

Arising Out of PS. Case No.-438 Year-2016 Thana- NALANDA COMPLAINT CASE
District- Nalanda

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1. Manoj Kumar S/O Balmiki Prasad R/O Village- Ahiyapur Mushari Khalsa, P.O. Gopalbad, Ps. Sarmera, Dist. Nalanda
 2. Kamta Prasad S/O Late Kameshwar Mahto @ Karu R/O Village- Ahiyapur Mushari Khalsa, P.O. Gopalbad, Ps. Sarmera, Dist. Nalanda

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Anil Kumar S/O Late Sadashiv Prasad R/O Village- Gopalbad, P.O. Gopalbad, Ps. Sarmera, Dist. Nalanda

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Sushen Kumar Keshri
For the Opposite Party/s :	Mr.Uday Pratap Singh
	Mr.Anil Kumar No.1

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 07-05-2024 Heard learned counsel for the petitioners and learned
A.P.P. for the State.

2. The petitioners apprehend their arrest in a complaint case punishable for the offence under Sections 420, 406/34 of the Indian Penal Code.

3. As per complaint petition, the petitioner is alleged to be land broker and it is alleged by complainant that out of total consideration amount of Rs. 7,03,500/-, he has paid Rs. 1,11,000/- (one lac eleven thousand) to this petitioner, as advance.

4. At the outset, learned counsel for the petitioner submits that petitioner is ready to refund Rs. 1,11,000/- (one lac



eleven thousand) to the complainant, 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, Nalanda, Bihar Sharif in connection with Complaint Case No. 438(C) of 2016, 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 refund **Rs. 1,11,000/-** (one lac eleven thousand) through Bank Draft to the complainant / opposite party no. 2.

(B) 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. It is made clear that aforesaid order has been passed only for considering the prayer for anticipatory bail without going into the merit of the case.

(Prabhat Kumar Singh, J)

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