

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.70225 of 2024

Arising Out of PS. Case No.-279 Year-2024 Thana- KUDRA District- Kaimur (Bhabua)

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1. Ravi Ku. Gupta @ Ravi Kumar Gupta S/o Kesho Sah R/o Village- Badka Sijhua @ Sijhua @ Sinjhua, P.S.- Ramgarh, District- Kaimur, Bhabua
 2. Kesho Sah @ Kesho Prasad S/o Late Nagwanshi Sah R/o Village- Badka Sijhua @ Sijhua @ Sinjhua, P.S.- Ramgarh, District- Kaimur, Bhabua

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Rama Sankar Sah @ Tengar Sah S/o Late Budhan Sah R/o Village- Kandihra, P.S.- Kudra, District- Kaimur At Bhabua

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Dharmendra Singh
For the Opposite Party/s : Mr.Narsingh Tanti

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 12-11-2024 1. Heard the parties.

2. The petitioners apprehend their arrest in connection with Kudra P.S. Case No. 279 of 2024 dated 02.08.2024 registered under Sections 318(4), 316(2), 3(5) of the B.N.S. 2023.

3. As per the first information report the marriage of the informant's daughter was fixed with the petitioner no. 1 and as demanded by the petitioners a sum of Rs. 3,00,000/- in cash was paid and Rs. 1,00,000/- was paid in the bank account of the petitioner no. 1 for purchasing gift etc. Subsequently, the petitioners started demanding cash of Rs. 3,00,000/- as dowry and refused to perform marriage unless dowry is paid.



4. Learned counsel for the petitioners submits that petitioners have falsely been implicated in this case on the basis of concocted story inasmuch as it is true that the marriage of the petitioner no. 1 was fixed with the informant's daughter but the same was refused by the informant's daughter herself. The petitioners without prejudice to their right and contention are ready to refund a sum of Rs. 2,00,000/- in favour of the informant towards the expenses incurred in the engagement ceremony. He further submits that though a lot of amount was also spent by the petitioners receipts of which are with them, but in order to settle the issue once and for all, the petitioners are willing to refund a sum of Rs. 2,00,000/- to the informant.

5. On the other hand, learned counsel for the informant opposes the prayer for bail and submits that the petitioners backed out from their promise to marry and demanded further amount of Rs. 300,000/- as dowry, though the informant had already paid a sum of Rs. 3,00,000/- and 1,00,000/- by way of bank transfer in favour of the petitioners. However, if the petitioners are ready to refund a sum of Rs. 2,00,000/-, the same shall be accepted by the informant without prejudice.

6. Regard being had to the submission made by the parties, taking into consideration the fact that marriage could not be



solemnized due to certain reasons, I am inclined to grant anticipatory bail to the petitioners subject to the condition that Rs. 2,00,000/- shall be paid by the petitioners in favour of the informant out of which Rs. 1,00,000/- shall be paid at the time of furnishing bail bond and balance amount of Rs. 1,00,000/- shall be paid within a period of two months thereafter.

7. Let the petitioners, above named, be released on anticipatory bail in the event of arrest or surrender before the court below within a period of four weeks from today on furnishing bail bond of Rs. 10,000/- (rupees ten thousand) each with two sureties of the like amount each to the satisfaction of Chief Judicial Magistrate, Kaimur at Bhabua in connection with Kudra P.S. Case No. 279 of 2024 subject to the condition as laid down under Section 438 (2) of the Cr.P.C. and the condition that the petitioners shall furnish acknowledgment receipt showing payment of Rs. 1,00,000/- at the time of furnishing bail bond and balance amount shall be paid within two months thereafter.

(Anil Kumar Sinha, J)

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