

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.84087 of 2024

Arising Out of PS. Case No.-251 Year-2024 Thana- SHEKHPURA District- Sheikhpura

Manish Kumar Singh S/o Late Jagdish Singh R/o vill - Paldih Jagdishpur, P.S.
- Hussainabad (Nemahat), Distt.- Palamu (Jharkhand)

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Abhay Kumar Singh, Advocate
For the Opposite Party/s	:	Mr. Nagendra Prasad, APP
For the Informant	:	Mr. Bipin Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

2 10-12-2024 Heard learned counsel for the petitioner, the State and the informant.

2. The petitioner is in custody in connection with Sheikhpura P.S. Case No. 251 of 2024 for the offence punishable under sections 406, 420 and 34 of the Indian Penal Code lodged on 15.06.2024 by the informant, Amarjeet Kumar.

3. As per the prosecution story, the informant alleged that on 06.06.2024, he booked a truck through Omkar Transport and Railways for delivery of wheat worth Rs. 8,94,510/-. However, the truck never reached the destination. This led to the FIR.

4. Learned counsel for the petitioner submits that he being the truck driver had taken the material to the destination



and delivered the same but due to some confusion, the FIR. It is his further submission that he has failed to take the receipt for which, he finds himself implicated in the present case and the last submission is that without accepting the allegation and/or the outcome of the present petition the petitioner on its own would like to contribute Rs. 5,00,000/- through Demand Draft issued by the local State Bank of India branch to be submitted before the 'NAZARAT' of concerned Court to be handed over to the informant after checking the credentials.

5. Learned counsel for the informant as also the APP opposes the prayer submitting that he being the driver was behind the wheel but failed to take the material to its destination and certainly, usurped the materials worth rupees almost 10,00,000/-.

6. Learned counsel for the informant however, submits that he has already suffered economic loss and if the petitioner is making payment of Rs. 5,00,000/-, he has no opposition to his grant of bail.

7. Taking into account the aforesaid facts as also the offer made by the petitioner that he wants to pay Rs. 5,00,000/- to the informant, coupled with the fact that he has no criminal antecedent and is in custody since 12.08.2024, this Court is



inclined to extend him the privilege of bail subject to the following conditions:

(i) Rs. 2,00,000/- by way of Demand Draft issued by the local State Bank of India in favour of the informant which is to be submitted at the time of execution of bail bond;

(ii) Rs. 50,000/- by way of the same Bank Draft with the same process in the name of the informant to be provided to the informant starting 10th of January, 2025 and will come to an end on 10th of June, 2025 (totalling Rs. 3,00,000/-);

(iii) failure to do so, the informant shall be free to take recourse to the cancellation of his bail bond.

8. Let the petitioner be released on bail on furnishing bail bond of Rs. 10,000/- (Ten thousand) each with two sureties of like amount each to the satisfaction of learned Chief Judicial Magistrate, Sheikhpura, in connection with Sheikhpura P.S. Case No. 251 of 2024 subject to the following conditions:

(i) one of the bailor should be the family member/relative of the petitioner who shall provide official document to show his/her bona fide;

(ii) the petitioner shall appear on each and every date before the Trial Court and failure to do so for two consecutive dates without plausible reason will entail cancellation of his



bail bond by the Trial Court itself;

(iii) the petitioner shall in no way try to induce or promise or threat the witnesses or tamper with the evidences, failing which the State shall be at liberty to take steps for cancellation of the bail bonds;

(iv) the petitioner shall desist from committing any criminal offence again, failing which the State shall be at liberty to take steps for cancellation of his bail bonds.

(Rajiv Roy, J)

Adnan/-

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