

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.83966 of 2023

Arising Out of PS. Case No.-1861 Year-2022 Thana- GAYA COMPLAINT CASE District-
Gaya

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Shashi Bhushan Singh, aged about 43 years (Male), Son Of Late Ramnandan Singh, resident of Village, P.O. And P.S.- Pandeshwar, District- Paschim Vardaman (West Bengal)

... .. Petitioner/s

Versus

1. The State of Bihar
2. Mukesh Kumar Jaiswal, son of Late Gajadhar Prasad Jaiswal, Property Dealer Real Estate, R/O Mohalla- Ramsagar Talab, Nai Sarak, Maulaganj, P.S.- Vishnupad, District- Gaya (complaint)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Ms. Vaishnavi Singh, Advocate
For the O.P. No. 2	:	Mr. Rajesh Ranjan, Advocate
For the Opposite Party/s	:	Mr. Prem Kumar Jha, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

4 09-04-2024 Heard Ms. Vaishnavi Singh, learned counsel appearing on behalf of the petitioner; Mr. Rajesh Ranjan, learned counsel appearing on behalf of the opposite party no. 2 and Mr. Prem Kumar Jha, learned APP for the State.

2. The petitioner seeks pre-arrest bail in connection with Complaint Case No. 1861 of 2022, registered for the offence punishable under Sections 406 and 420 of the Indian Penal Code.

3. Ms. Vaishnavi Singh, learned counsel appearing on behalf of the petitioner and Mr. Rajesh Ranjan, learned counsel appearing on behalf of the opposite party no. 2, have jointly



informed that as a result of successful mediation between the parties, the petitioner has offered to pay a sum of Rs. 20,51,000/- to the opposite party no. 2, within a period of two months with a condition that the opposite party no. 2 will execute afresh sale deed as mentioned in Sale Deed No. 1597 dated 23.01.2021.

4. Today, Ms. Vaishnavi Singh, learned counsel appearing on behalf of the petitioner has handed over a Demand Draft of Rs. 5,00,000/- bearing Demand Draft No. "000009" dated 02.03.2024 duly issued by HDFC Bank, under the signature of authorised signatory of the HDFC Bank to Mr. Rajesh Ranjan, learned counsel appearing on behalf of the opposite party no. 2.

5. Considering the aforesaid information, as well as, the fact that the parties have entered into an agreement on 16.02.2024 by way of mediation, in which the petitioner has offered to pay a sum of Rs. 20,51,000/- to the opposite party no. 2 and out of which, a Demand Draft of Rs. 5,00,000/- bearing Demand Draft No. "000009" dated 02.03.2024 issued in the name of Mr. Mukesh Kumar Jaiswal (opposite party no. 2) and petitioner has agreed to return the remaining amount within a period of two months in terms of the agreement.



6. I find it proper that the petitioner has made out a *prima facie* case to be released on provisionally on pre-arrest bail, subject to the condition that the entire amount, in terms of the agreement, be returned to the opposite party no. 2 within a further period of two months as agreed by the parties, who have jointly submitted that in terms of the agreement, the period has already been expired, as would appear from the recital made in paragraph no. 3 of the agreement.

7. The petitioner, above named, is directed to be released on provisional bail, in the event of his/her arrest or surrender before the Court below within a period of four weeks from today, on furnishing bail bond of Rs. 25,000/- (Rupees Twenty Five Thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate 1st Class, Gaya, in connection with Complaint Case No. 1861 of 2022, subject to the condition as laid down under Section 438(2) of the Cr.P.C.

8. In case, the petitioner returns back the entire amount to the opposite party no. 2 within a period of two months from the date of passing of this order, the provisional bail granted to the petitioner shall be made absolute on such terms and conditions as learned District Court deems fit and



proper. In case, the petitioner fails to return back the entire amount to the opposite party no.2 within the aforesaid period, this order will lose its force automatically.

9. Accordingly, the present bail application is disposed of.

(Purnendu Singh, J)

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