

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.30324 of 2025**

Arising Out of PS. Case No.-64 Year-2024 Thana- Kusumbha District- Sheikhpura

1. Naresh Prasad Son of Bhagwat Prasad Resident of village and Po-Deole PS- Kusumbha District- Sheikhpura
2. Manjulta Pandey @ Manju Lata Pandey Wife of Ashok Kumar Panday Resident of village - Dheusa, PS- Kusumbha District- Sheikhpura

... .. Petitioners.

Versus

1. The State of Bihar
2. The Food and Cooperation Limited Bihar
3. The Secretary, Co- operative Department, Government of Bihar, Patna
4. The Secretary, Food and Consumer Protection Department Government of Bihar, Patna,

... .. Opposite Parties.

**Appearance :**

|                     |   |                                   |
|---------------------|---|-----------------------------------|
| For the Petitioners | : | Mr. Ambuj Nayan Choubey, Advocate |
|                     |   | Ms. Ankita Kumari, Advocate       |
| For the B.S.F.C.    | : | Mr. Nirmal Kumar, Advocate        |
| For the State       | : | Mr. Ahmad Ali, APP                |

**CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA**  
**ORAL ORDER**

3      12-08-2025                      Heard learned counsel for the petitioners, learned counsel for the B.S.F.C. and learned A.P.P. for the State.

2. The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 316 (5) and 318 (4) of the B.N.S.

3. The allegation against the petitioners is that of causing embezzlement of government money to the tune of Rs.41,81,069/- during the course of selling of paddy procured by Lodipur PACS.

4. It is submitted by learned counsel for the petitioners that the petitioners are Chairman and Manager of the PACS and have taken specific plea that since the paddy was getting spoiled and



damaged, the rice was sold in the open market. However, there is specific statement in para-11 that they are ready to deposit the rice which was due to the authorities. Attention of the Court has been drawn towards Annexure-2 in this regard which is the letter written by the petitioner no.1 (Chairman of PACS) to the District Co-operative Officer, which clearly indicates that there was never an intention to cheat or cause misappropriation and the rice was sold in the open market under compelling circumstances.

5. Learned counsel for the BSFC opposed the prayer for grant of anticipatory bail to the petitioners on the ground of embezzlement of huge amount and causing loss to the State exchequer.

6. However, at this stage, an offer has been made on behalf of the petitioners that they would be making payment of 25% of Rs.41,81,069/- which is the total alleged embezzled amount before furnishing the bail bonds and, out of the rest amount, 10% per month in installments would be paid within a period of eight months.

7. Taking into consideration the facts and circumstances of the case as well as the fact that the petitioners are senior citizens, there is no likelihood of absconding or tampering with the evidence and also the willingness shown to refund the amount and having no criminal antecedent, let the above named



petitioners, be released on **provisional bail**, in the event of their arrest or surrender before the learned 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 the learned lower Court where the case is pending/successor Court in connection with Kusumbha P.S. Case No.64 of 2024, subject to the condition as laid down under Section 438 (2) of the Cr.P.C/482 (2) of the Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023.

8. The learned Court below is directed to accept the bail bonds of the petitioner after showing deposit of 25% of the alleged embezzled amount in the Co-operative Bank concerned. The provisional bail of the petitioner shall be confirmed by the learned Court below after deposit of the total alleged embezzled amount within a period of eight months, as offered by the petitioners and stated in para-6 of this order. If the petitioners fail to deposit the said amount within the stipulated period as aforesaid, the learned Court below would be at liberty to cancel the provisional bail of the petitioners.

**(Soni Shrivastava, J)**

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