

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.51172 of 2025

Arising Out of PS. Case No.-1049 Year-2024 Thana- COMPLAINT CASE District- Banka

Pinki Devi W/o- Dobhi Sah @ Raju Sah Resident Of Village- Mohanpur, Ps-
Shambhuganj, Dist- Banka

... .. Petitioner/s

Versus

1. The State of Bihar
2. Anku Kumari D/o- Ganga Chouhan Village- Shambhuganj Dist- Banka

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Ravi Prakash Dwivedi, Advocate
		Mr. Praveen Kumar, Advocate
For the Opposite Party/s	:	Mr. Ram Sumiran Rai, APP

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 11-08-2025 Heard Mr. Ravi Prakash Dwivedi, along with Mr. Praveen Kumar, learned counsels appearing on behalf of the petitioner and Mr. Ram Sumiran Rai learned APP appearing on behalf of the State.

2. The petitioner apprehends her arrest in connection with Complaint Case No. 1049 of 2024 registered under Section 406, 420 of the Indian Penal Code.

3. As per the allegation made in the FIR, the petitioner committed a fraud of Rs.5,55,000/- with the complainant in the name of getting a job in the Indian Railway.

4. Learned counsel appearing on behalf of the petitioner submitted that the petitioner is innocent and she has falsely been implicated in the present case. Learned counsel



further submitted that the Apex Court in case of ***Gherulal Parakh v. Mahadeodas Maiya***, 1959 SCC OnLine SC 4 has observed that immoral contract shall be considered as void, which is reproduced hereinafter:

“7. Now we come to the main and substantial point in the case. The problem presented, with its different facets, is whether the said agreement of partnership is unlawful within the meaning of Section 23 of the Indian Contract Act. Section 23 of the said Act, omitting portions unnecessary for the present purpose, reads as follows:

“The consideration or object of an agreement is lawful, unless it is forbidden by law, or the Court regards it as immoral, or opposed to public policy.

In each of these cases, the consideration or object of an agreement is said to be unlawful. Every agreement of which the object or consideration is unlawful is void.”

Under this section, the object of an agreement, whether it is of partnership or otherwise, is unlawful if it is forbidden by law or the Court regards it as immoral or opposed to public policy and in such cases the agreement itself is void.”

The petitioner has clean antecedent. On these grounds, the petitioner seeks to be released on pre-arrest bail.

5. Learned APP for the State vehemently opposed the prayer for grant of pre-arrest bail.

6. Considering the rival submissions on behalf of parties, as well as, the law laid down by the Apex court in case of ***Gherulal Parakh v. Mahadeodas Maiya (supra)*** the contract being immoral, petitioner, who is having clean antecedent, has, *prima facie*, made out a case to be released on pre-arrest bail.

7. The learned District Court is directed to release the



petitioner on pre-arrest bail, in the event of her arrest or surrender before the learned District Court within a period of four weeks from today, on furnishing bail bond of Rs. 10,000/- (Ten thousand) with two sureties of the like amount each, to the satisfaction of learned Additional Chief Judicial Magistrate – Ist, Banka/successor Court in connection with Complaint Case No. 1049 of 2024, subject to the condition as laid down under Section 482 of the BNSS.

8. The learned District Court is directed to verify the criminal antecedent of the petitioner, as stated in paragraph no. 3 of the bail application. If any other case is pending against the petitioner, as what has been stated in paragraph no. 3, this order will lose its force automatically.

(Purnendu Singh, J)

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