

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.66534 of 2025

Arising Out of PS. Case No.-99 Year-2022 Thana- SAHPUR District- Patna

Prabhat Kumar Ranjan @ Uday Samrat @ Udai Samrat S/o- Late Chandradev Yadav @ Chandradev Prasad Singh Village- Barki Babhanpura, PS- Ghosi, District- Jehanabad, A/P- Vaidehi Apt. Jagdeo Path Ps- Rupaspur Dist- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rajnikant Singh S/o- Nathuni Singh Village- Baradih Ps- Nokha Dist- Rohtas

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Madhukar Anand, Advocate
For the Opposite Party/s	:	Mr. Bhanu Pratap Singh, APP
For the Informant	:	Mr. Chandra Mohan Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL ORDER

3 22-12-2025 Heard Mr. Madhukar Anand, learned counsel for the petitioner, Mr. Chandra Mohan Singh, learned counsel appearing on behalf of the informant as well as Mr. Bhanu Pratap Singh, learned Additional Public Prosecutor for the State.

2. Petitioner seeks bail who is in custody since 21.05.2025 in connection with Shahpur P.S. Case No. 99 of 2022, F.I.R. dated 03.03.2022 for the offences punishable under Sections 420, 406, 341, 504, 506/34 of the Indian Penal Code.

3. Earlier the petitioner has been granted the privilege of regular bail vide order dated 06.10.2023 in Cr. Misc. No. 63316 of 2023.

4. Pursuant to the aforesaid, the petitioner has been



granted the privilege of regular bail with certain conditions in which one of the condition was that, that at the time of furnishing bail bond, the petitioner shall produce a demand draft of Rs.10,00,000/-(Ten Lacs). The petitioner has produced the same at the time of furnishing bail bond but thereafter, the petitioner did not deposited remaining amount as mentioned in the bail application dated 06.10.2023. So the learned court below has cancelled the bail bond of the petitioner and the petitioner is in custody since 21.05.2025.

5. The order dated 06.10.2023 passed in Cr. Misc.No. 63316 of 2023 is reproduced hereinbelow:-

“Heard Mr Rabindra Kumar, learned counsel for the petitioner, Mr Chandra Mohan Singh, learned counsel for the informant and Mr Md Aslam Ansari, learned APP for the State

2. The petitioner seeks bail, who is in custody since 16.07 2022 in connection with Shahpur PS Case No. 99 of 2022, FIR, dated 03.03. 2022 registered for the offence punishable under Sections 420,406,341,504,506/34 of Indian Penal Code.

3. The prosecution case, in short, is that the informant alongwith his mother and sister-in-law executed an agreement for sale with the Director of M/s Patligram builders namely Prabhat Kumar Ranjan and Priya Mishra on 16.02.2020. He further alleges that till 03.06.2020 he had given a total of Rs 46,00,000/- (Forty Six Lacs) in furtherance of



the aforesaid agreement. When the informant requested to get the sale deed executed the accused persons started abusing him and refused to get a sale deed executed.

4. Learned counsel appearing for the petitioner out rightly submits that he has stated in para-16 of the bail petition that the petitioner is ready to refund the entire amount of Rs.46,00,000/- (Forty Six Lacs), although the petitioner mentioned in para-16 of the bail petition that he has received the amount of Rs.40,50,000/- (Forty Lacs Fifty Thousand) only but after instruction learned counsel for the petitioner submits that he has received Rs.46,00,000/- (Forty Six Lacs) from the informant Further submits that he will pay the entire amount in 18 equal installments and he will produce the demand draft Petitioner is in custody since 16.07.2022.

5. Learned counsel for the informant has no objection in this regard. Further submits that the petitioner carries twenty more cases other than the present one.

6. Considering the aforesaid fact, let the petitioner, above named, be released on bail 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-1. Danapur Patna in connection with Shahpur PS Case No. 99 of 2022, with the following conditions:-

(1)At the time of furnishing bal bond, the petitioner shall deposit Rs 10,00,000/-(Ten Lacs) by way of demand draft in favour of the informant and the learned court below is directed to hand over the said demand draft to the informant or his representative and the rest amount of Rs 36,00,000/- (Thirty Six Lacs) shall deposit in 18 equal installments



I.e. Rs 2,00,000/- (Two Lacs) per month by way of demand draft/RTGS to the informant and if the petitioner fails to pay any installment, the informant shall be at liberty to move before the Appropriate Forum for cancellation of bail bond of the petitioner.

(II) Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the Court and shall remain physically present as directed by the Court and on his/her absence on two consecutive dates without sufficient reason, his/her bail bond shall be cancelled by the Court below.

(III) If the petitioner tampers with the evidence or the witnesses in that case the prosecution will be at liberty to move for cancellation of bail.

(IV) And further condition that the court below shall verify the criminal antecedent of the petitioner and in case any stage, it is found that the petitioner has concealed his criminal antecedent, the court below shall take step for cancellation of bail bond of the petitioner. However, the acceptance of bail bonds in terms of the above-mentioned order shall not be delayed for purpose of or in the name of verification.

7. Learned counsel for the Informant submits that on the instance of the learned counsel for the petitioner, the Court has granted bail to the petitioner on his assurance that he shall pay the remaining amount of Rs. 36,00,000/-(Thirty Six Lakhs) in 18 months, two lakhs each in 18 equal installments but the petitioner did not deposited any amount.

8. In view of the aforesaid, learned counsel for the



petitioner has produced a demand draft of Rs.10,00,000/- (Ten Lakhs) in favour of the informant bearing Demand Draft No. 061354 dated 22.12.2025 and the same is handed over to the learned counsel for the Informant and now the remaining amount is Rs.26,00,000/-(Rupees Twenty Six Lakhs).

9. Learned counsel for the petitioner submits that the petitioner shall pay the remaining amount of Rs.26,00,000/- (Rupees Twenty Six Lakhs) after he has been granted bail in all the cases, within a period of ten months and if the petitioner fails to deposit the aforesaid amount, the Informant shall be at liberty of move before appropriate forum for cancellation of bail bond of the petitioner.

10. Considering the aforesaid facts and circumstances, let the petitioner, above named, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate-I, Danapur in connection with Sahpur P.S. Case No. 99 of 2022, subject to the following conditions:-

i. Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the court and shall remain physically present as directed by the court and on his absence on two consecutive dates without sufficient



reason, his bail bond shall be cancelled by the Court below.

ii. If the petitioner tampers with the evidence or the witnesses, in that case, the prosecution will be at liberty to move for cancellation of bail.

iii. And further condition that the court below shall verify the criminal antecedent of the petitioner and in case at any stage it is found that the petitioner has concealed his criminal antecedent, the court below shall take step for cancellation of bail bond of the petitioner. However, the acceptance of bail bonds in terms of the above-mentioned order shall not be delayed for purpose of or in the name of verification.

(Rajesh Kumar Verma, J)

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