

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.75850 of 2024

Arising Out of PS. Case No.-62 Year-2023 Thana- PHULWARIA District- Begusarai

Md. Irfan @ Md. Irfanul Haque S/o Md Akhtar @ Md. Akhtar Alam R/o vill -
Ganeshpur, P.S. - Maraina Madhaipur, Distt. - Madhubani

... .. Petitioner/s

Versus

1. The State of Bihar
2. Md. Aarif Husain S/o Late Md Hasan Raja R/o vill - Chak Husainabad, P.S.
- Bachhwara, Distt. - Begusarai

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Braj Bhusan Poddar, Advocate
For the Opposite Party/s :	Mr. Mithlesh Kumar Khare, APP
	Md. Shahid Akhtar, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

4 05-02-2025 Earlier, the matter was referred to Mediation Centre,

but the dispute between the parties could not be settled through

the process of mediation and as such, mediation failed (report at

flag 'M').

2. Heard learned counsel for the petitioner, learned A.P.P.

for the State and learned counsel for the opposite party No. 2.

3. The petitioner apprehends his arrest in a case registered

under Sections 420, 465, 467, 468, 471, 120-B and 406 of the

Indian Penal Code.

4. It is alleged that this petitioner gave an offer to

informant to purchase Innova Crysta Car which would be

auctioned at a very cheap rate of Rs. 7 lacs. On assurance,



informant gave Rs. 5 lacs cash in March, 2020 to the petitioner. Informant also transferred Rs. 1,12,000/- on 07.06.2021 from A/C No. 38234850064 to the account of this petitioner bearing A/C No. 32006950889 and again he transferred Rs. 20,000/- through UPI and when informant asked about auction then petitioner told him that it would be held on 20.03.2020 at Bapu Sabhagar. On the said date, informant went to Bapu Sabhagar but he did not get any information about auction. Then he contacted this petitioner who told that due to corona pandemic the process of auction has been dropped and it may be done in near future. It is further alleged that petitioner gave another proposal to informant to get Kisan Credit Card of Rs. 30,000,00/- for which informant again deposited Rs. 2,20,000/- in the bank account in four installments. On this way petitioner along with others cheated informant.

5. Learned counsel for the petitioner submits that petitioner is innocent and has falsely been implicated in the present case. As a matter of fact, informant gave only Rs. 1,12,000/- to the petitioner for purchasing Toyota Innova Crysta vehicle and when informant refused to purchase the said vehicle then petitioner returned Rs. 1,00,000/- to the account of informant's son on 27.01.2021 and 15.12.2022 from his



H.D.F.C. Bank Account No. 501003285421. Thereafter, informant gave Rs. 50,000/- on 10.01.2023 to the petitioner through U.P.I. which petitioner had already returned in cash after three months. In the FIR, it has wrongly been alleged that informant deposited Rs. 2,20,000/- regarding K.C.C. at the instance of the petitioner because there is no provision of depositing amount to get Kisan Credit Card. At this stage without admitting his guilt, petitioner is ready to deposit Rs. 2,82,000/- (Two Lakh Eighty Two Thousand Only) in easy installments.

6. Learned counsel for the opposite party no. 2 opposed the prayer for bail.

7. Considering the aforesaid contention made on behalf of the petitioner, let the above named petitioner be released on bail, in the event of arrest or surrender before the learned court below within a period of eight weeks from today, on furnishing bail bond of Rs. 10,000 (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-I, Begusarai, in connection with Phulwaria P.S. Case No. 62 of 2023, subject to the conditions as laid down under Section 438(2) of the Cr. P.C. with direction to the petitioner that :-



i. Petitioner shall deposit Rs. 1,00,000/- (One Lakh) in the *Nazarat* and will produce the receipt of the same at the time of furnishing bail-bond in the Court below, and rest amount i.e. Rs. 1,82,000/- (One Lakh Eighty Two Thousand) shall be paid in three equal installments within a period of six months in the *Nazarat*, failing which, the learned Court below would be at liberty to cancel the bail-bond.

8. It is made clear that this order has been passed for the purpose of bail without going into the merit of the case, and the payment of aforesaid amount shall be subject to the final outcome of the case.

(Prabhat Kumar Singh, J)

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