

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.84350 of 2025

Arising Out of PS. Case No.-2159 Year-2019 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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Anirudh Narayan @ Aniruddh Narayan Son of Jai Prakash Narayan @ J. P. Narayan Resident of House No. A/811, Indira Nagar, Lucknow, P.S. Indira Nagar, Distt Lucknow, Uttar Pradesh) Director of Stallion Infra Developers Pvt. Ltd. G.F.S. 143, 144B, 200, 201, 203 Sahara Shopping Centre, Faizabad Road, P.S. Indira Nagar Distt Lucknow 226016

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ramayodhya Bhagat Son of Late Gopi Bhagat Resident of Mohalla-Chandmari Motihari (Near Durga Mandir), P.S.- Motihari Town, District-East Champaran- 845401 (Bihar)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Kumar Sunil, Adv.
For the Opposite Party/s	:	Mr. Shailendra Kumar Singh, APP
For the Complainant	:	Mr. Sanjay Kr. Tiwari, Adv.

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CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

2 23-12-2025 Heard learned counsel for the petitioner, learned
A.P.P for the State and learned counsel for the complainant.

2. The petitioner seeks bail in connection with Complaint Case No. 2159 of 2019 instituted for the offence punishable under Sections 420, 406 and 120 (B) of the Indian Penal Code and Section 138 of the Negotiable Instruments Act but cognizance has been taken under Section 420 of the I.P.C. and Section 138 of the N.I. Act.

3. The prosecution case, in short, is that in connection with allotment of booking of a plot, the



complainant met with the petitioner on 07.11.2017, who was the Director of Stallion Infra Developers Pvt. Ltd. at Lucknow relating to booking of Plot No. A-285 situated at Chheda Nagar, Barabanki District and an agreement which was signed by the petitioner, complainant and witness Deepak Kumar and pursuant to this agreement, the complainant handed over two cheques of Rs. 10,00,000/- to the petitioner on 17.10.2017 and the petitioner issued 36 post-dated cheques of Rs. 30,000/- each payable over 36 months as repayment, however, most of the cheques deposited by the complainant were dishonored and though the petitioner paid the amount of 15 cheques totalling Rs. 4,50,000/- partly to the complainant's account and he defaulted on the rest.

4. At the very outset, learned counsel for the petitioner as well as learned counsel for the complainant submits that the matter has already been settled outside the court between the parties and a compromise petition was filed before Judicial Magistrate-Ist Class on 18.12.2025 with certain terms and conditions according to which the petitioner has to pay Rs. 11,85,000/- in four installments.



Learned counsel for the petitioner submits that out of the due amount, the petitioner has paid First installment of Rs. 2,00,000/- which has already been credited in the account of the complainant on 20.12.2025, second installment of Rs. 3,30,000/- will be paid in the month of March, 2026, third installment of Rs. 3,30,000/- will be paid on the month of June, 2026 and Fourth installment of Rs. 3,25,000/- will be paid in the month of September, 2026. Learned counsel for the complainant submits that if provisional bail is granted in favour of the petitioner in the aforesaid terms and conditions, the complainant has no objection. Lastly, it has been submitted that the petitioner is in custody since 30.08.2025, having nine criminal cases against him and charge-sheet has been submitted in the case.

5. Learned A.P.P for the State submits that in view of submissions of the parties, the Court may pass appropriate order.

6. Having considered the facts and circumstances of the case and submissions of learned counsel for the parties as well as compromise petition produced during course of argument, let the petitioner be released on bail



provisional bail on furnishing bail bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate-Ist Class, East Champaran, Motihari in connection with Complaint Case No. 2159 of 2019.

7. Upon release of the petitioner from custody, he shall make the payment of the rest amount to the complainant as under taken by him in the compromise petition and mentioned above.

8. After payment of all the installments as mentioned in the compromise petition filed by the parties, the provisional bail of the petitioner shall be confirmed by the concerned court.

(Khatim Reza, J)

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