

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.18689 of 2026

Arising Out of PS. Case No.-185 Year-2025 Thana- ISHAKCHAK District- Bhagalpur

Sagar Kashyap S/o Late Sushil Jha R/o Indraprasth Colony, Lichi Bagan, P.S.-
Ishakchak, District- Bhagalpur

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Harsh Singh, Advocate
For the State	:	Mr. Brajendra Nath Pandey, APP
For the Informant	:	Mr. Kalika Nand Jha, Advocate

CORAM: HONOURABLE MR. JUSTICE PRAVEEN KUMAR
ORAL ORDER

3 07-05-2026 Heard learned counsel for the petitioner, learned
counsel for the informant and learned A.P.P for the State.

2. The petitioner has preferred this application for grant of regular bail in connection with Ishakchak P.S. Case No. 185 of 2025 registered for the offences punishable under Sections 316(2), 318(4), 338, 336(3), 340(2) and 351(2) of the BNS., and Section 138 of the NI Act.

3. As per the prosecution case, the petitioner took the informant into confidence and prepared an agreement for the sale of a certain piece of land. It is alleged that the deal was finalized for a consideration amount of Rs. 39,00,000/-, pursuant to which an advance amount of Rs. 26,80,000/- was paid. It is further alleged that an agreement for sale was



executed on 07.09.2024. It has also been alleged that the petitioner took an additional sum of Rs. 3,00,000/- for getting the land registered, preparing the sale deed, and depositing the court fees. However, neither was the sale deed executed nor were the court fees deposited. It is further alleged that the registration was deferred on several occasions on the basis of false documents. Thus, it is alleged that the petitioner fraudulently grabbed a total amount of Rs. 22,00,000/-.

4. Learned counsel for the petitioner, upon instructions, has submitted that, without going into the merits of the case, the petitioner has offered to pay the total amount of Rs. 22,00,000/- by way of compromise and final settlement between the parties. It has further been offered that an amount of Rs. 2,00,000/- shall be paid at the time of furnishing bail bonds, thereafter the second installment of Rs. 10,00,000/- shall be paid within three months from his release from custody, and the final amount of Rs. 10,00,000/- shall be paid within a further period of three months thereafter. It has further been submitted that, after payment of the entire dues of Rs. 22,00,000/-, the parties shall file a compromise petition before the court below.

5. The offer made by learned counsel for the petitioner has been accepted by learned counsel for the



informant, who has submitted that the petitioner should pay the amount of Rs. 22,00,000/- within the period undertaken by him. Learned counsel for the informant has also submitted that, after payment of the entire dues, both parties would take steps for filing a joint compromise petition before the court below and for disposal of the case on the basis of the compromise.

6. Heard the parties and perused the record.

7. Considering the facts and circumstances of the case and the undertakings of the petitioner and also consent of the learned counsel for the informant, let the petitioner above-named, be enlarged on ***Provisional Bail upon payment of Rs. 2,00,000/-*** at the time of furnishing bail-bonds of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Court concerned, Bhagalpur, in connection with Ishakchak P.S. Case No. 185 of 2025.

8. The application stands allowed.

9. The petitioner is directed to pay an amount of Rs. 10,00,000/- within three months from the date of his release from judicial custody, and only thereafter shall the provisional bail be extended for a further period of three months. The petitioner is further directed to pay the last installment of Rs. 10,00,000/- within the next three months thereafter. If the entire



dues of Rs. 22,00,000/- are paid as mutually agreed between the parties, the provisional bail granted to the petitioner shall be confirmed.

(Praveen Kumar, J)

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