IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.37219 of 2026

CNR No. BRHC010498532026

Arising Out of PS. Case No.-326 Year-2025 Thana- PATRAKARNAGAR District- Patna

==========

Ranvijay Kumar S/o Sri Madan Singh R/o Village - Chipura, P.S - Gaurichak, District - Patna, At present R/o - Khemanichak, In front of Sabzi Mandi Lane in the House Shankar Prasad, P.S - Ramkrishna Nagar, District - Patna

... ... Petitioner/s

Versus

1. The State of Bihar
2. Balram Kumar Gupta S/o Late Bechan Prasad R/o - MIG 147, P.O - Lohiya Nagar, P.S - Patrakar Nagar, District - Patna

... ... Opposite Party/s

==========

Appearance :
For the Petitioner/s : Mr. S.K.Lal, Advocate
Mr. Pritish Kumar Lal, Adv.
For the Opposite Party/s : Dr. Indiwar Kumari, APP
Mr. Satish Chandra, Adv.for OP-2

==========

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH

ORAL ORDER

5 28-10-2026 Heard learned counsel for the petitioner, learned A.P.P. for the State and learned counsel for opposite party no. 2.

2. The petitioner apprehends his arrest in a case, registered for the offence under Sections 316(2), 318(4), 352, 351(2) & 3(5) of the B.N.S., 2023.

3. It is alleged that petitioner entered into an agreement with informant to execute a sale-deed of land after receiving total amount of Rs. 26,51,000/- on different date, but despite repeated requests, petitioner neither registered sale-deed in favour of informant nor returned the alleged money.

WEB COPY

4. Learned counsel for the petitioner submits that petitioner is quite innocent and has committed no offence. Petitioner denies payment of aforesaid amount to him by the informant. As a matter of fact, petitioner has received only **Rs. 7,51,000/-** (seven lakhs fifty one thousand), which he is ready to refund to the informant/opposite party no. 2 in installments, for which, learned counsel for the opposite party no. 2 does not oppose.

5. In the facts and circumstances of the case, let the above named petitioner, in the event of arrest/surrender within a period of eight weeks from today, be enlarged 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 Judicial Magistrate 1st Class, Patna in connection with Patrakar Nagar P.S. Case No. 326 of 2025, subject to condition as laid down under Section 482(2) of the B.N.S.S. with further following conditions:

> "(A) At the time of furnishing bail-bonds, the petitioners shall refund **Rs. 3,51,000/-** (three lakhs & fifty one thousand) through Bank Draft in favour of informant / opposite party no. 2.
>
> (B) Rest amount i.e. **Rs. 4,00,000/-** (four lakhs) shall be refunded to the opposite party no. 2 through Bank Draft in 2 (two) installments within a period of six months from the date of furnishing

WEB COPY

bail-bond.

(C) If petitioner fails to comply direction of this Court, the learned Court below would be at liberty to cancel the bail-bond of petitioner."

6. It is made clear that aforesaid order has been passed only for considering the prayer for anticipatory bail without going into the merit of the case.

(Prabhat Kumar Singh, J.)

anay

U		T	

WEB COPY