

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.46783 of 2026

Arising Out of PS. Case No.-112 Year-2026 Thana- PAKARIBARAW District- Nawada

Sonu Kumar S/o Pawan Yadav R/o Vill- Nongarh, P.S.- Tetarhat, Distt-
Lakhisarai

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. N. A. Shamsi, Advocate.

Ms. Ankita Singh, Advocate.

For the Opposite Party/s : Mr. Binod Kumar, APP.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 22-07-2026 Heard learned counsel appearing on behalf of the
petitioner and learned APP for the State.

2. The petitioner seeks pre-arrest bail in connection with Pakribarawan P.S. Case No. 112 of 2026 registered for the offence punishable under Sections 314 and 303(2) of BNS.

3. The prosecution case, in brief, is that the informant, Suchit Kumar Yadav, alleged that he entrusted his truck bearing Registration No. BR21GA7253 to his relative, Sonu Kumar (petitioner), who had assured him that he would pay the financier's installments, but thereafter neither deposited the installments nor returned the truck.

4. Learned counsel appearing on behalf of the petitioner submitted that he has committed no offence as alleged in the F.I.R. He has falsely been implicated in the case.



Petitioner has not cheated the informant in any manner. The petitioner has clean antecedent.

5. Learned APP for the State has vehemently opposed the prayer for grant of pre-arrest bail to the petitioner.

6. Having heard the rival submissions made on behalf of the parties, as well as, having perused the allegation made in the F.I.R., petitioner has brought on record certified copy of the agreement duly notarized dated 25.012024 entered into between Subhash Kumar and Suchit Kumar Yadav in respect of truck bearing Registration No. BR-21-GA-7253, Chassis No. MAT541024HIP29529, Engine No. ISBE591804071M63652220. Before that agreement, informant Suchit Kumar Yadav had allegedly purchased the said vehicle from one Sohendra Singh and agreement to sale duly notarized has been brought on record at Page No.26 of the bail application which is dated 28.11.2023. Allegation against the petitioner is that he had agreed to deposit the amount of installments which the informant had agreed with his vendor namely Sohendra Singh. Specific recital in this regard is contained in Para-3 of the agreement dated 28.11.2023 entered into between the informant and the said Sohendra Singh, owner of the truck. There is no reference of any information in the F.I.R. by the informant that



he has taken steps for transfer of the said vehicle in his name as per the provisions of Motor Vehicle Act. Save and except the allegation made in the F.I.R., there being no evidence against the petitioner in respect of vehicle being plied by him. The transaction of money as per agreement duly notarized is a matter of civil in nature and the petitioner appears to have been roped in the present criminal case to pressurize him. At the same time it is admitted that the informant had purchased the said vehicle from one Sohendra Singh and as he has not been able to satisfy the terms and conditions of the agreement dated 28.11.2023 entered with his vendor, the informant himself is responsible for his own deed. I find that the petitioner has, prima facie, made out a case to be released on pre-arrest bail.

7. The petitioner, above named, is directed to be released on pre-arrest bail, in the event of his arrest or surrender before the Court below within a period of four weeks from today, on furnishing bail bond of Rs. 10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned ACJM-II, Nawada in connection with Pakribarawan P.S. Case No. 112 of 2026, subject to the condition as laid down under Section 438(2) Cr.P.C / 482(2) BNSS.

8. The District Court is directed to verify the criminal



antecedent of the petitioner and if it is found that the petitioner is involved in some other cases as what has been stated in Para-3 of the bail petition, this order will automatically lose its force.

9. The bail application stands disposed of.

(Purnendu Singh, J)

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