

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.88111 of 2025

Arising Out of PS. Case No.-1201 Year-2024 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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Ranjan Yadav S/o Sukhari Yadav @ Sukhadi Ray Resident of village -
Shankar Saraiya Munsii Inar, P.S.- Turkauliya, Distt.- East Chamapran

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Krishna Prasad Gupta S/o Yogendra Sah R/o vill - Madhopur Madhumalat,
P.S.- Turkauliya, Distt.- East Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Abhishek Kumar, Advocate
For the Opposite Party/s : Mr.Damodar Prasad Tiwary, APP

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

3 30-03-2026 Heard the parties.

2. The petitioner seeks bail in connection with
Complaint Case No. 1201/2024 registered for the offences
punishable under Sections 406, 420, 467, 468 and 34 of the
Indian Penal Code.

3. As per the prosecution case, petitioner is accused
of cheating the informant.

4. It has been submitted by the learned counsel for the
petitioner that the petitioner is innocent and he has falsely been
implicated in this case. He further submits that the parties have
settled the dispute and the memorandum of agreement has been
signed. The memorandum of agreement reads as follows:-



“ Both the parties present with their respective Ld. Counsels and they are ready to resolve their dispute through mediation.

Petitioner is ready to pay of Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand) to the Opposite Party No.2 in five equal installments.

The petitioner transfers the amount in account of the petitioner bearing account No.59209931522961 of HDFC Bank branch situated in Motihari till second week of the every month and payment will be start from second week of February, 2026.

The Opposite Party No.2 namely Krishna Prasad Gupta will file compromise petition in the Criminal Case before receiving the last installments in the Ld. Court below.

Further, the Opposite Party No.2 will withdraw the case after receiving of final installment.

The Complainant/opposite party No.2 agreed on this payment and this settlement shall be full and final settlement and no party shall claim in future against each other, in any manner related to present case.

That the above contents of the agreement have been read over and explained to us in Hindi which we have fully understood and accepted there upon.

That in the above terms and conditions a settlement has been arrived at between the parties and both have signed in presence of their learned counsels, who have also put their signature on this agreement.”



5. As per the memorandum of agreement, petitioner has agreed to pay the entire amount of Rs. 5,50,000/- in five equal installments.

6. Learned counsel for the petitioner submits that the petitioner is ready to pay installments which are due also before the next date of hearing.

7. Learned counsel for the informant submits that if the case is disposed of, the petitioner will not pay the balance amount in question which are to be paid in three installments till the second week of April, 2026.

8. In these circumstances, this application is disposed of.

9. Let the petitioner, above named, be released on **provisional bail till the second week of April, 2026** on furnishing bail bonds of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned C.J.M., Motihari, East Champaran /concerned Court below in connection with Complaint Case No. 1201/2024.

10. The learned court below is directed that if the three installments are not paid till the second week of April, 2026, then the bail bond of the petitioner shall be cancelled. If the petitioner pays the three installments till the second week of



April, 2026, then the petitioner shall remain on the same bail bonds and the interim bail granted to the petitioner shall be confirmed after the entire amount is paid.

(Sandeep Kumar, J)

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