

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.87643 of 2025

Arising Out of PS. Case No.-648 Year-2025 Thana- BIKRAMGANJ District- Rohtas

Sanjay Kumar S/o Ramashray Singh Resident of Village- Sisirit Tola (Keshav Singh Tola), P.S.- Dharampura, District- Rohtas

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Deepak kumar ,S/o Anil Kumar Singh R/o- Ashiyana Nagar Phase 1 Ramnagri , Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Uday Shankar Choudhary
For the Opposite Party/s	:	Mr.Prem Kumar Jha

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

5 13-05-2026

1. Heard the parties.

2. Petitioner seeks regular bail in connection with Bikramganj P.S. Case No. 648 / 2025 dated 19.09.2025 registered under Section 420, 406, 384, 34 of the I.P.C.

3. The prosecution case in short is that an agreement was executed between the petitioner and informant for the purpose of starting business of rice in F.C.I. It has been alleged that the petitioner took Rs. 34,00,000/- in cash from the informant for the purpose of business in F.C.I. which has been misappropriated by the petitioner.

4. Learned counsel for the petitioner submits that petitioner has not committed any offence as alleged and at the



time of entering into agreement the petitioner had handed over five cheques to the informant as security with assurance that petitioner would return the amount within six months for which five security cheques were given by the petitioner to the informant. He further submits that there is no allegation in the F.I.R. that from the very inception the intention of the petitioner was to deceive the informant. Out of five cheques, four cheques given by the petitioner to the informant is still with the informant and one cheque which the informant alleges that the same was snatched by the petitioner is not correct. The petitioner has transferred a sum of Rs. 1,00,000/- through R.T.G.S. in the account of the informant after the alleged date of occurrence. Therefore, submission is that it was a pure and simple business transaction giving rise to civil dispute but the present case has been given colour of criminality.

5. On the other hand, learned counsel for the informant vehemently opposed the prayer for bail and submits that petitioner in the name of doing business in F.C.I. has taken a sum of Rs. 34,00,000/- in cash from the informant and also entered into an agreement with the informant on 03.06.2022. The petitioner failed to return the amount and his intention was to deceive and cheat the informant in the name of doing



business.

6. Regard being had to the submissions made by the parties, taking into consideration the nature of allegation, the agreement entered into between the parties and the fact that petitioner has paid Rs. 1,00,000/- in the bank account of the informant, accordingly, I am inclined to grant regular bail to the petitioner.

7. Let the petitioner, above named, be released on regular bail on furnishing bail bond of Rs. 25,000 /- (twenty five thousand) with two sureties of the like amount each to the satisfaction of learned A.C.J.M.-I, Bikramganj, Rohtas in connection with Bikramganj P.S. Case No. 648 / 2025 subject to the condition that the petitioner during course of trial shall remain present on each and every date before the trial court and in case of default on two consecutive dates without prior permission of the trial court, his bail bond shall liable to the cancelled.

(Anil Kumar Sinha, J)

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