IN THE HIGH COURT OF ORISSA AT CUTTACK

BLAPL No.10425 of 2026
CNR No. ODHC010772642026

Partha Sarathi Dwibedi @ Pintu @ Partha Sarathi Dewedi ..... ***Petitioner***

Represented by Adv. - Adhiraj Mohanty

-versus-

State Of Odisha ..... ***Opposite Party***

Represented by Adv. – P.Satpathy, A.S.C.

CORAM:
MR. JUSTICE ADITYA KUMAR MOHAPATRA

ORDER
20.11.2026

Order No.

01. 1. This matter is taken up through Hybrid Mode.

2. Heard learned counsel appearing for the Petitioner and learned Additional Government Advocate appearing for the State-Opposite Party. Perused the materials placed before this Court.

3. The present bail application under Section 483 of B.N.S.S has been filed by the Petitioner for regular bail in connection with G.R Case No.864 of 2026, arising out of Keonjhar Town P.S Case No.452 of 2026, pending in the Court of learned SDJM, Keonjhar for alleged commission of offence punishable under Sections 318(4), 351(3) of BNS.

4. It is submitted by the learned counsel for the Petitioner that

the Petitioner is in custody since 23.05.2026. He further contended that in the meantime investigation has been concluded and the final charge sheet has been filed. Learned counsel for the Petitioner further submitted that though the Petitioner is having similar criminal antecedents, however, he is ready and willing to abide by any stringent terms and conditions including securing the amount allegedly defrauded be imposed by this Court in the event his release on bail and the Petitioner shall abide by such terms and conditions. It was also brought to the notice of the Court that the Petitioner belongs to the locality, therefore, there is no chance of his absconding.

5. Learned counsel for the Petitioner, further referring to the allegation made in the FIR, submitted that as per the prosecution allegation the Petitioner has taken away a sum of Rs.6,80,000/- from the informant in exchange of a job to be provided to the informant by the Petitioner. Learned counsel for the Petitioner, at this juncture, submitted that the Petitioner has returned some money to the informant already in the meantime and that he is ready and willing to return the balanced amount in the event he is released on bail. On such ground, learned counsel for the Petitioner submitted that the Petitioner be enlarged on bail on any stringent terms and conditions.

6. Learned Additional Standing Counsel, on the other hand, opposed the bail application of the Petitioner on the ground of gravity and seriousness of the allegation. He further contended that since the allegation involves economic fraud, no leniency should be shown to the Petitioner. It was also brought to the notice of the Court that the Petitioner is having several similar criminal

antecedents and that in the event the Petitioner is released on bail there is every likelihood that he might abscond or indulge in similar criminal offences.

7. Having heard learned counsel for the respective parties and on careful consideration of the surrounding facts as well as materials on record, further taking note of the period of custodial detention as well as the submissions of the learned counsel for the Petitioner that the Petitioner is ready and willing to return the amount taken from the informant, this Court is inclined to release the Petitioner on bail subject to imposition of stringent conditions.

8. Hence, it is directed that the Petitioner be released on bail in the aforesaid case on furnishing a bail bond of Rs.50,000/- (Rupees Fifty thousand) with two solvent sureties each for the like amount to the satisfaction of the learned court in seisin over the matter.

9. It is open for the Court in seisin over the matter to impose any other conditions as may be deemed just and proper. Violation of any other conditions shall entail cancellation of the bail application.

10. In addition to the above condition, the Petitioner shall furnish a cash security of Rs.50,000/- (Rupees Fifty Thousand) before the Court in seisin over the matter, which shall be kept in any Nationalized Bank in interest bearing account initially for a period of one year which will be renewable from time to time till conclusion of trial and the same shall be abide by the final outcome of the trial of the case and shall also furnish a property security to the tune of Rs.5,00,000/- (Rupees Five Lakhs) before the Court in seisin over the matter.

11. The BLAPL is, accordingly, disposed of.

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(A.K. Mohapatra)
Judge

Anil

Signature Not Verified
Digitally Signed
Signed by: ANIL KUMAR SAHOO
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 20-Nov-2026 19:12:31