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IN THE HIGH COURT OF JHARKHAND AT RANCHI

Cr. Revision No. 524 of 2017

Mahendra Kumar @ Mahendra Kumar Yadav @ Mahindra Kumar Yadav, son of Late Sukhdeo Yadav, resident of Lohiya Path, in front of Ram Lakhan Singh Yadav College, Kokar, P.O.-Kokar, P.S.-Sadar, District-Ranchi … … Petitioner

Versus

1. The State of Jharkhand
2. Rita Singh, w/o-Late Late Jitendra Pratap Singh, resident of Depatoli, P.O. & P.S.-Sadar, District-Ranchi

…. Opp. Parties

For the Petitioner	: Mr. Mahesh Tewari, Advocate Mr. M.D. Hatim, Advocate Mr. Shwetang Kumar Tiwari, Advocate
For the State	: Mr. Ruby Pandey, A.P.P.
For O.P. No.2	: Mr. Manjeet Kumar Chaudhary, Advocate Mr. Shantunu Singh, Advocate

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PRESENT

CORAM: HON'BLE MR. JUSTICE PRADEEP KUMAR SRIVASTAVA

Dated: 05th August, 2026

By Court:-

1. Heard Mr. Mahesh Tewari, learned counsel for the petitioner and learned A.P.P. assisted with learned counsel for the opposite party No.2.
2. The instant criminal revision is directed against order dated 25.03.2017 passed by learned Judicial Commissioner, Ranchi in A.B.P. No.1067 of 2016, whereby and whereunder while granting anticipatory bail to the petitioner, learned Judicial Commissioner, Ranchi has imposed condition under section 438(2) of Cr.P.C. that an amount of

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Rs.8,28,000/- (disputed amount) is to be paid by the petitioner to the informant as per agreement of both the parties out of which first installment, Rs.2 lakhs is to be paid at the time of furnishing bail bond and the rest amount of Rs.6,28,000/- shall be paid in the monthly installments as per settlement agreement to be arrived at between the parties amicably.

3. Learned counsel for the petitioner assailing the impugned order has submitted that there was cordial relationship and friendship in between the informant and the petitioner and there was exchange of money transactions as per requirement of both parties for helping each other. It is further submitted that on the basis of bare statement of informant, it was found that Rs.16,56,000/- is due and unpaid against the petitioner but the real fact is that the petitioner has paid substantial amount and a TATA Safari vehicle worth Rs.4,88,000/-to the informant, if that may be included in the amount paid, the petitioner has already paid Rs.13,16,000/- to the informant and only outstanding amount is Rs.3,40,000/-. Therefore, there is dispute of accounts between the parties and unless and until, the full-fledged trial is conducted and real amount of dues is ascertained no such condition can be imposed as a condition precedent for granting bail to the petitioner. It is further submitted that the onerous condition of depositing Rs.2 lakhs at the time of furnishing bail bond itself is illegal, exorbitant and amounts to

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snatching the right of bail and petitioner is deprived of availing the bail order. The court cannot assume the role of recovery agent of money for a party. Therefore, conditions imposed by the learned Judicial Commissioner, Ranchi for repayment of total amount of Rs.16.56 lakhs in some installments is fit to be set aside. No such agreement as alleged has ever entered into between the parties.

Learned counsel for the petitioner has relianced upon the reported judgment in ***Prantik Kumar & Anr. vs. The State of Jharkhand &*** *Anr.* ***2026 SCC OnLine SC 925***, and ***Ramesh Kumar Vs. The State of NCT of Delhi****,* ***(2023) Live Law (SC) 496.***

4. On the other hand, learned A.P.P. assisted with learned counsel for the opposite party No.2 have vehemently opposed the aforesaid contentions raised on behalf of the petitioner and submitted that on the basis of amicable settlement between the parties, the conditions were imposed by the learned Judicial Commissioner, Ranchi while granting anticipatory bail to the petitioner. The case involves a huge amount, which was taken by the petitioner but not returned back. Therefore, the opposite party No.2 has sustained great monetary loss at the hand of the petitioner. The money taken by the petitioner is also admitted facts, therefore, there is no illegality or infirmity in the impugned order calling for any interference in this revision, which is fit to be dismissed.

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5. I have gone through the impugned order in the light of contentions raised on behalf of the both side. It appears that money transactions is admitted between the parties and during course investigation, it was revealed that total Rs.16.56 lakhs has been taken by the petitioner, who happens to be a journalist, from the opposite party No.2 for providing a Gas Agency to the opposite party No.2 and some other purposes also. Learned Judicial Commissioner, Ranchi has also calculated that a sum of Rs.8.28 lakhs is still remain due and payable by the petitioner to the opposite party No.2. It was also found that there were transactions of giving and taking money from both side. Therefore, while granting anticipatory bail to the petitioner, the aforesaid conditions were imposed for payment of remaining amount in installments.
6. It is settled law as propounded by Hon'ble Apex Court in the case of ***Prantik Kumar & Anr. vs. The State of Jharkhand & Anr. 2026 SCC OnLine SC 925*** that <u>if a case for grant of bail or anticipatory bail is made out, then the Court should proceed to pass an appropriate order and if not made out, the Court may decline, however, Court should not pass a conditional order of deposit of a particular amount and then exercise its discretion</u>.

In the case of **Ramesh Kumar Vs. The State of NCT of Delhi**, **(2023) Live Law (SC) 496,** the Hon'ble Apex Court has held that "<u>In the context of grant of bail, all such conditions that would</u>

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facilitate the appearance of the accused before the investigating officer/court, unhindered completion of investigation/trial and safety of the community assume relevance. However, inclusion of a condition for payment of money by the applicant for bail tends to create an impression that bail could be secured by depositing money alleged to have been cheated. That is really not the purpose and intent of the provisions for grant of bail.

It was also clarified that willingness of accused to deposit money as bail conditions must be considered only in cases involving public money not in private cases and the process of criminal law cannot be pressed into service for settling the dispute. Therefore, the High Court fell in grave error in proceeding on the basis of the undertaking of the accused and imposing payment of Rs.22,00,000/- (Rupees twenty-two lakh) as a condition precedent for grant of bail."

In case of ***Dilip Singh Vs. State of Madhya Pradesh (2021) 2 SCC 779,*** the Hon'ble Apex Court sounded a note of caution in the following words:

> "3. By imposing the condition of deposit of Rs 41 lakhs, the High Court has, in an application for pre-arrest bail under Section 438 of the Criminal Procedure Code, virtually issued directions in the nature of recovery in a civil suit.
>
> 4. It is well settled by a plethora of decisions of this Court that criminal proceedings are not for realisation of disputed dues. It is open to a court to grant or refuse the prayer for

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anticipatory bail, depending on the facts and circumstances of the particular case. The factors to be taken into consideration, while considering an application for bail are the nature of accusation and the severity of the punishment in the case of conviction and the nature of the materials relied upon by the prosecution; reasonable apprehension of tampering with the witnesses or apprehension of threat to the complainant or the witnesses; reasonable possibility of securing the presence of the accused at the time of trial or the likelihood of his abscondence; character, behaviour and standing of the accused; and the circumstances which are peculiar or the accused and larger interest of the public or the State and similar other considerations. A criminal court, exercising jurisdiction to grant bail/anticipatory bail, is not expected to act as a recovery agent to realise the dues of the complainant, and that too, without any trial."

7. In the instant case, onerous conditions for depositing the huge amount of Rs.2 lakhs at the time of furnishing bail bond and further amounts in installment total Rs.8.28 lakhs directed by learned Judicial Commissioner, Ranchi as a condition precedent for the bail is absolutely illegal, unwarranted and not recognized under law. Such type of condition has been held to be unreasonable restrictions on the right of bail touching the liberty of a person. Therefore, considering the legal principles as discussed above, I find that the order of granting anticipatory bail with condition under section 438(2) of Cr.P.C. requires no interference but the conditions of repayment of money as imposed by

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learned Judicial Commissioner, Ranchi in the impugned order are illegal and as such cannot be enforced.

8. In view of the above, the impugned order of granting anticipatory bail to the petitioner is **upheld** but the condition imposed as mentioned above in the impugned order is **set aside** being illegal. Accordingly, this revision is **allowed**.
9. Pending I.A(s), if any, is also disposed of, accordingly.
10. Let a copy of this order be sent to the court concerned for information and needful.

(Pradeep Kumar Srivastava, J.)

High Court of Jharkhand, Ranchi

05/08/2026

***Pappu/*-N.A.F.R.**

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