



IN THE HIGH COURT OF ORISSA AT CUTTACK

BLAPL No. 954 of 2024

Raka @ Rakesh @ Nursingha
Charan Jena

Petitioner

Mr. K. Pattnaik, Advocate

-versus-

State of Odisha

Opposite Party

Mr. A. Pradhan, ASC

Mr. A. Mohanty, Adv. (Informant)

CORAM: JUSTICE V. NARASINGH

ORDER

10.04.2024

Order No.

05. 1. Heard learned counsel for the Petitioner, learned counsel for the Informant and learned counsel for the State.
2. The Petitioner is an accused in connection with G.R. Case No.1016 of 2022 pending on the file of learned J.M.F.C.(R), Cuttack, arising out of **Cuttack Sadar P.S. Case No.182 of 2022** for commission of alleged offence under Section 420/120-B/34 of IPC.
3. Learned counsel, on instruction, submits that except the present BLAPL, no other bail application of the Petitioner relating to the aforementioned P.S. case is pending in any other Court.
4. Being aggrieved by the rejection of his application for bail U/s.439 Cr.P.C. by the learned 1st Addl. Sessions Judge, Cuttack by order dated 25.01.2024 in the aforementioned case, the present BLAPL has been filed.



5. This is the second journey of the Petitioner to this Court. By order dated 21.04.2023 in BLAPL No.113 of 2023, considering the undertaking furnished by the Petitioner and taking into account the nature of allegations, this Court directed release of the Petitioner.

6. The undertaking, as given by the Petitioner, referred to in Paragraph-13 thereof, is extracted hereunder for convenience of reference;

“13. In BLAPL No.113 of 2023 by way of affidavit, it has been indicated that the petitioner (Raka @ Rakesh @ Nursingha Charan Jena) without prejudice to his rights shall upfront pay a sum of Rs.50,000/-(Rupees fifty thousand) and a further sum of Rs.15,87,000/-(Rupees fifteen lakh eighty seven thousand) in fifteen equal installments of each, the dates of such equal installments shall be same as above. The payment of Rs.50,000/- (Rupees fifty thousand) by way of demand draft in favour of Ashisa Kumar Swain-complainant No.8, in his representative capacity shall be the condition precedent for releasing him on bail. The rest of the amount of Rs.15,87,000/- (Rupees fifteen lakh eighty seven thousand) in fifteen equal installments on the date fixed shall also be paid by way of demand draft to the said complainant No.8 who shall execute an indemnity bond in respect of each of the drafts received by him.”

7. It is stated at the Bar that the Petitioner on payment Rs.50,000/- (Rupees Fifty Thousand) by way of demand draft in favour of Ashisa Kumar Swain-complainant No.8 in his representative capacity was released on bail. But since he defaulted



in payment of the second installment in terms of the order passed in BLAPL No.113 of 2023 taking into account his undertaking, the Petitioner was taken into custody. Hence, this bail application.

8. During the course of submission, learned counsel for the Petitioner has filed an affidavit sworn to by his father which is taken on record and in the said affidavit, it has been stated that because of financial constraints, the Petitioner has not been able to pay the amount, as undertaken and seeks indulgence of this Court to pay the balance in installment of Rs.50,000/- (Rupees Fifty Thousand) per month and seeks release.

9. Learned counsel for the State opposes the prayer for bail.

10. Learned counsel for the Informant also opposes such prayer and submits that the Petitioner has violated the undertaking given to this Court with impunity. Hence, no leniency ought to be shown and on instruction, he states that the Petitioner is also cited as an accused in cases of similar nature.

11. Be that as it may, this Court had directed release of the Petitioner in BLAPL No.113 of 2023, as noted, on the basis of the affidavit and for violation of terms of which has been taken back into custody.

11-A. Considering the submission relating to his financial constraints, this Court is persuaded to direct release of the Petitioner on bail taking into account the affidavit of the accused-Petitioner referred to hereinabove that the Petitioner shall deposit a sum of Rs.82,000/- (Rupees Eighty-Two Thousand) as an upfront payment by way of demand draft and balance installments. Learned Court in seisin to fix the other terms.



11-B. Balance of Rs.14,00,000/- (Rupees Fourteen Lakhs) as per the affidavit shall be paid in equal consecutive monthly installments of Rs.50,000/- (Rupees Fifty Thousand).

First of which shall commence from a period of four months after release. Learned Court in seisin is requested to fix the dates of such subsequent consecutive monthly installments also.

12. The upfront payment of Rs.82,000/- (Rupees Eight-Two Thousands) and the balance by way of consecutive monthly installments of Rs.50,000/- (Rupees Fifty Thousands) each, as noted above, shall be released in favour of Ashisa Kumar Swain-complainant No.8 on his executing indemnity bond in respect of each of the draft received by him.

13. Keeping in view the guidelines, as enunciated by the Apex Court in the case of grant of bail in the matter of **Satender Kumar Antil vrs. Central Bureau of Investigation & Another**, reported in **2022 (10) SCC 51** relating to economic offence and considering the criminal proclivity of the Petitioner and taking into account his undertaking by way of affidavit, the aforementioned direction of payment has been passed. It is made clear that in the event there is any default on the part of the Petitioner in depositing the subsequent consecutive installments on release, it shall be open to the learned Court in seisin to commit him to custody, in accordance with law, without any further reference to this Court.

14. It is needless to state that the observations made herein are only for the purpose of consideration of the bail application. They ought not to be viewed as this Court expressing any opinion regarding the complicity of the Petitioner which has to be adjudicated independently in the impending trial.



15. Accordingly, the BLAPL stands disposed of.
16. Urgent certified copy of this order be granted as per rules.

(V. NARASINGH)
Judge

Santoshi