

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.21780 of 2015

Arising Out of PS.Case No. -3196 Year- 2013 Thana -PATNA COMPLAINT CASE District-
PATNA

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Amar Nath Singh S/o Sri Birendra Singh, R/o 4H/59, Bahadurpur Housing
Colony, Bhoot Nath Road, P.S.- Agam Kuan, Distt- Patna

.... Petitioner

Versus

1. The State of Bihar
2. Dr. Vijay Kumar S/o Late Madan Mohan Singh, R/o Village- Naudiha
Kalan, P.S.- Wazirganj, District- Gaya, Pin- 805131

.... Opposite Parties

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Appearance :

For the Petitioner	: Mr. Shyameshwar Kumar Singh, Advocate. Mr. Subodh Kumar, Advocate. Mr. Chaitanya Swaroop, Advocate.
For the Opposite Parties	: Mr. Navin Prasad Singh, Advocate.
For the State	: Mr. J.N. Thakur (App).

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

4 13-10-2015 Heard both sides.

The petitioner apprehends his arrest in a case registered
for the offences punishable under Sections 406 and 420 of the
Indian Penal Code and under Section 138 of the N.I. Act.

The gist of the allegation is that the petitioner agreed to
execute a deed of agreement for selling the property fully
described in Schedule 5 of the agreement (Annexure-5) on
11.02.2013. At the time of execution of the deed of agreement to
sale the petitioner received Rs. 50,00,000/- as consideration
money. It was agreed between the parties that the deed of sale



would be executed within six months after receiving the entire amount of consideration that is Rs. 1,62,00,000/-, but the petitioner executed the sale deed in favour of third person on 04.05.2013 just within three months from the date of execution of deed of agreement to sale in favour of the complainant Dr. Rinku Kumari, W/O Vijay Kumar Singh and Sushma Kumari. The petitioner issued cheques of Rs. 49,50,000/- in favour of Vijay Kumar Singh, Sushma Kumari and her sister Punam Kumari. All the cheques presented, but were dishonoured.

Learned counsel for the petitioner submits that the petitioner is ready to make payment of Rs. 49,50,000/-. The petitioner has already paid Rs. 17,50,000/- in cash on different dates that is 31.07.2013, 15.08.2013 and 31.10.2013 and the petitioner is ready to make payment of the remaining amount of Rs. 32,40,000/-. It is further submitted that the case was sent for mediation centre for reconciliation. Almost the matter was resolved due to mediation of well wishers of both the parties but the agreement of compromise could not be signed. The petitioner is ready to make payment of the remaining amount within three months.

On the other hand learned counsel for the complainant has submitted that the complainant paid Rs. 50,00,000/- at the time



of execution of the deed of sale and Rs. 43,00,000/- was paid to the petitioner in cash. The petitioner paid Rs. 17,50,000/- in cash towards the payment made to him in cash. The amount of cheque is different from the amount of cash paid to the complainant. It is further submitted that no agreement was arrived at between the parties. The petitioner is only ready to make payment of the amount which was paid to him through cheques. It is further submitted that the petitioner cheated the complainant by executing the sale deed on 04.05.2013, although the complainant had to deposit the money within six months from the date of execution of the deed of agreement to sale dated 11.02.2013 and the last date of payment of money is 11.08.2013. The petitioner executed the sale deed without giving notice to the complainant on 04.05.2013.

On the face of record, it appears that the deed of agreement to sale was executed on 11.02.2013 and the petitioner as well as the complainant had agreed to execute the sale deed within six months from the date of execution of the deed of agreement to sale dated 11.02.2013, after receiving the entire consideration amount. But the petitioner without giving notice to the complainant executed the sale deed on 04.05.2013. The petitioner issued different cheques amounting to Rs. 49,50,000/- to the complainant, but the cheques were bounced. It appears that

the petitioner have intention from the very inception of the case to cheat the complainant.

Considering the facts aforesaid, I am not inclined to enlarge the petitioner above named on anticipatory bail. Accordingly, the same is rejected.

(Prabhat Kumar Jha, J.)

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