

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.45760 of 2014

Arising Out of PS.Case No. -71 Year- 2014 Thana -AMARPUR District- BANKA

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1. Sanjay Kumar Singh @ Sanjay Singh @ Sanjay Kumar
2. Sanjeev Kumar @ Sanjiv Kumar Singh Both Sons of Surya Narayan Singh Resident of Village - Kulhariya, P.S. - Amarpur, District - Banka.

.... Petitioners

Versus

The State of Bihar

.... Opposite Party

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Appearance :

For the Petitioners : Mr. Manohar Prasad Singh, Advocate.

For the Opposite Party : Mr. Jitendra Kr. Roy No.1, (App)

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

7 30-06-2015 Heard both sides.

The petitioners apprehend their arrest in Amarpur P.S. Case No. 71 of 2014, registered for the offences punishable under Section 467 and other Sections of the Indian Penal Code.

The petitioners entered into an agreement with M/S Srivastava Consultants for purchasing 200 bighas of lands. The petitioners entered into an agreement to provide the lands from different farmers. The petitioners submitted consent letters and the money receipt of the company with regard to sale of lands, but the company on enquiry found that the consent letters submitted by the petitioners are either with regard to dead persons or their signatures were forged.

It is submitted that the petitioners earlier entered into an



agreement to sale their lands at the rate of Rs. 60 lakhs per acre. The aforesaid agreement was executed on a plain paper and later on the petitioners entered into an agreement on non-judicial stamp to sale their lands at the rate of Rs. 8 lakhs per acre with the company, but the company did not pay the amount at the rate of Rs. 60 lakhs per acre and on the basis of the agreement executed on non-judicial stamp company wanted to purchase the lands at the rate Rs. 8 lakhs per acre that is why this case has been lodged. It is further submitted that the signature of the petitioners does not tally with the signature annexed with the FIR or the consent letters. It is further submitted that Deepak Srivastava has already been granted bail. The petitioner was also granted bail in another case lodged by the informant.

On the other hand, learned counsel for the informant as well as learned APP opposed the prayer for bail and submitted that many consent letters have been annexed and the reply of the farmers who are alleged to have given their consent after receiving money for sale of lands are attached with the reply and the farmers have specifically denied to have given their consent or have put their signatures. It is further submitted that Deepak Srivastava was granted provisional bail, but he defied the directions of the Court and therefore, his bail bond was cancelled. The anticipatory bail of

the petitioner was disposed with a direction to surrender in the court below and pray for regular bail as Deepak Srivastava has already been granted regular bail.

There is very specific allegation against the petitioners that the petitioners firstly entered into an agreement with the company to provide lands of the farmers and after taking consideration money from the company the petitioners and others submitted consent letters of different farmers. On enquiry the farmers disclosed that they did not put their signatures on consent letter nor received money. Some of the farmers were not alive. There appears that the petitioners and others forged the signature of different farmers on the consent letters after obtaining hefty amount from the company.

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

(Prabhat Kumar Jha, J.)

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