

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.36157 of 2014

Arising Out of PS.Case No. -292 Year- 2014 Thana -GAYA KOTWALI District- GAYA

- =====
1. Umesh Kumar, s/o late Bhuvneswar Sahu
 2. Shiv Ram Kumar, s/o Umesh Kumar
 3. Ranu @ Santosh, s/o Umesh Kumar
 4. Chandan Kumar, s/o Umesh Kumar

All residents of Mohalla Murlihill, Bairahi, P.S. Kotwali, District Gaya

.... Petitioners

Versus

The State of Bihar

.... Opposite Party

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with

Criminal Miscellaneous No.36606 of 2014

Arising Out of PS.Case No. -292 Year- 2014 Thana -GAYA KOTWALI District- GAYA

- =====
1. Balram @ Chhotu @ Balram Prasad S/o Umesh Prasad
 2. Rina Devi W/o Shiv Ram Prasad
 3. Soni Devi W/o Baliram @ Chhotu
 4. Sanjay Kumar S/o Umesh Kumar

All resident of mohalla- Murlihill, Bairahi, P.S.- Kotwali, District- Gaya

.... Petitioners

Versus

The State of Bihar

.... Opposite Party

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Appearance :

(In Cr.Misc. No.36157 of 2014)

For the Petitioner/s : Mr. Deepak Kumar, Advocate

For the Opposite Party/s : Mr. Uday Chandra Prasad, App.

(In Cr.Misc. No.36606 of 2014)

For the Petitioner/s : Mr. Deepak Kumar, Advocate

For the Opposite Party/s : Mr. Uday Chandra Prasad, App.

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CORAM: HONOURABLE SHRI JUSTICE DHARNIDHAR JHA
ORAL ORDER

2 20-02-2015

Heard.

The case was registered under Sections 420 and 406 of the Indian Penal Code and the basic facts alleged and admitted mostly are that there was some agreement between the informant and the accused persons for sale of a particular property of the value of Rs. 6,00,000/- (six lacs). The accused persons are elder brothers of the informant. The informant stated that when he went with the part of the consideration amount for paying the premium of the consideration money as also with the agreement papers so as to getting an agreement of sale executed by the accused, they walked out of the agreement and did not proceed to sign the agreement in spite of having initially noted on a plain paper about the decision to sell the property.

The submission is that at the first place, it might appear a criminal offence, but as soon as there was no payment of part of the consideration money and there was only an initial agreement between the parties without any money being paid or received it might be a case for enforcing the part of the contract through the decree of civil court.

Regard being had to the submissions and the facts, let the above named petitioners in these two petitions be admitted to anticipatory bail either in the event of their arrest or surrender in connection with Kotwali P.S. Case No. 292 of 2014 on furnishing bail bonds of Rs. 3,000/- (three thousand) each with two sureties of the like amount each to the satisfaction of the Chief Judicial Magistrate, Gaya, subject to the condition as laid down in Section 438 (2) Cr.P.C.

(Dharnidhar Jha, J)

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