

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.48645 of 2014

Arising Out of PS.Case No. -469 Year- 2013 Thana -SITAMARHI
COMPLAINT CASE District- SITAMARHI

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1. Ranjeet Kumar son of Jagnarayan Rai
2. Jagnarayan Rai son of Banarsi Rai Both are resident of Village/Mohalla -
Kharauna, P.S. Tarari, District - Bhojpur.

.... Petitioner/s

Versus

1. The State of Bihar.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ravi Ranjan, Adv.

For the Opposite Party/s : Mr. Binod Kumar No. 2 (APP)

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

4 13-05-2015

Heard both sides.

The petitioners apprehend their arrest in Complaint
Case no. C-1/469/2013, registered for the offences punishable
under Sections 420 of the Indian Penal Code.

The complainant alleged that the petitioners took Rs.
7,000,00/- for selling a piece of land through cash and cheque but
the sale-deed was not executed and the petitioners handed over
two cheques which were bounced. The complainant earlier filed
Complaint Case no. 253/13 stating the same fact. The aforesaid
complaint case was dismissed under Section 203 of Cr.P.C., as the
complainant withdrew the complaint petition on the ground that
the same was at pre-mature stage. The complainant again filed

Complaint Case no. 380/2013 in which prima facie case under Section 138 of the N.I. Act was found. The complainant thereafter filed the present complaint case bearing no. 469/13 alleging that the complainant was cheated and accordingly prima facie case under Section 420 of the Indian Penal Code was found.

It is submitted that the petitioners and complainant entered into an oral agreement of being partner in a business of brick kiln. The petitioners gave their tractor for carrying bricks on hire. Some disputes arose in the partnership business. The petitioners had given cheques for investment in the brick kiln business. There is no agreement between the petitioners and the complainant with regard to sell of any piece of land.

On the other hand Smt. Nilima Sinha, learned counsel for the complainant has submitted, while placing the prayer for anticipatory bail, that the petitioners cheated the complainant by not executing the sale-deed and the petitioners even did not return the money.

It appears that there is no written agreement between the parties to sell any piece of land. The complainant has alleged that he gave cheque to the petitioners for purchasing the land whereas the petitioners have stated that they gave cheque to the complainant for investing the same in the brick kiln business.

Further it appears that the dispute is of civil nature.

Considering the facts aforesaid, the petitioners above named in the event of their arrest or surrender before the court below within a period of four weeks from the date of receipt/production of a copy of this order, are directed to be enlarged on anticipatory bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Sitamarhi in connection with Complaint Case No. C-1/469/2013, subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

(Prabhat Kumar Jha, J.)

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