

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.23896 of 2016

Arising Out of PS.Case No. -27267 Year- 2014 Thana -PATNA COMPLAINT CASE District-
PATNA

=====

1. Prabhat Kumar aged about 42 years, son of Late Narayan Prasad, resident of Diwan Mohalla, Pato Ki Bagh , Gwal Toli, Police Station- Khajekalan, District Patna, Bihar.

.... Petitioner/s

Versus

1. The State of Bihar
2. Sanjay Kumar aged about 35 years son of Sri Jawahar Lal Choudhary, resident of Krishna Savitri Wala Ji Enclav Flat No. 102, Railway Handal Road, East Lohanipur, Police Station Kadamkuan District- Patna-800003, Name of Business- Ankit Auto Paints Corporation No.-G-6, Satahi Manjil Ashiyana Business Center Wshiuddin Awed Exhibition Road, Near Afshara Cinema Hall, Police Station- Gandhi Maidan, District- Patna-800001.

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s : M/s. Mukeshwar Dayal & Praveen Kumar
For the State : Mrs. Madhuri Lata(APP)
For the complainant : M/s Sandeep Sahi & Rajesh Ranjan

=====

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR
JHA
ORAL ORDER

3 16-08-2016 Heard both sides.

The petitioner apprehends his arrest in complaint case No. 27267 (c)/2014 under Section 429, 370 and 323 of the Indian Penal Code.

The complainant alleged that he entered into an agreement with Sudhir Prasad Singh, accused No.1, with regard to purchasing a piece of land of Tauji No. 9/12, Khata No.14, survey plot No. 659, area one katha and 10 dhurs at the rate of Rs. 51 lac per Katha. Sudhir Prasad Singh, the broker of the land, had got the

land from Smt. Lilawati Devi, accused No.2, and her sons. The complainant alleged that he paid Rs. 70, 32,000/- through cheques or RTGS in the accounts of accused No.1, Sudhir Prasad Singh, and petitioner Prabhat Kumar, accused No.4 and sale deed was also drafted but the accused Lilawati Devi and her sons did not put signature on the sale deed.

The learned counsel for the petitioner submits that petitioner is not a party to the deed of agreement to sell. Sudhir Prasad Singh executed the deed of agreement in favour of the complainant for selling the piece of land of Smt. Lilawati Devi. The land is, of course, situated in Agamkuan. The complainant transferred money in the account of petitioner at the instance of Sudhir Prasad Singh and the petitioner sold a piece of land to Sudhir Prasad Singh vide Annexure-6 for consideration of Rs. 20 lacs although the actual price of the aforesaid land situated in Kadamkuan, Nala Road, is about one crore. It is further submitted that no deed of agreement was ever executed between the complainant and petitioner. Similarly situated two accused persons, namely, Sanjeev Kumar and Deepak Kumar, who happens to be brothers of the petitioner, have already been granted anticipatory bail vide order passed in Cr. Misc. No. 7248 of 2016.

On the other hand Mr. Sandeep Shahi, the learned

counsel for the complainant, and the learned Additional Public Prosecutor opposed the prayer for anticipatory bail.

It is true that deed of agreement to sell a piece of land of Khata No. 14, survey plot No. 659, Thana No. 16 was executed in between Sudhir Prasad Singh and the complainant. Sudhir Prasad Singh has claimed that he got that land from Mrs. Lilawati Devi, mother of the petitioner. The aforesaid deed of agreement to sell was executed on 28.04.2013 but immediately thereafter on 07.05.2013 the petitioner also acknowledged a deed of agreement to sell after receiving Rs. 5,51,000/- from Sudhir Prasad Singh for selling the land of Khata No. 14, Survey plot No. 659, Thana No. 16 area 1 ½ Katha at the total price of Rs. 61 lacs only thereafter at the instance of Sudhir Prasad Singh, the broker of the land, the complainant transferred Rs. 20,32000/- in the account of petitioner through RTGS. The remaining amount was to be paid to Sudhir Prasad Singh, the broker of the land of the petitioner, but neither the broker nor the owners of the land, particularly, the petitioner, who received money of Rs. 5,51,000/- and 20,32,000/- through RTGS, was executing the sale deed. The brothers of the petitioner were granted anticipatory bail because they were not party to the deed of agreement nor they received any money, either at the instance of Sudhir Prasad Singh or any way from complainant.

The case of petitioner stands on different footing as that of Sanjeev Kumar and Deepak Kumar. It appears that petitioner acknowledged the deed of agreement to sell with regard to the same land executed by Sudhir Prasad Singh and thereafter he received Rs. 5, 51,000/- as advance on 07.05.2013 and thereafter Rs. 20, 32,000/- through RTGS in his accounts. It further appears that the petitioner has got criminal antecedent.

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

(Prabhat Kumar Jha, J)

BKS/-

U		T	
---	--	---	--