

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.38238 of 2015

Arising Out of PS.Case No. -2866 Year- 2013 Thana -MUZFFARPUR COMPLAINT CASE
District- MUZAFFARPUR

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Anil Kumar Bashak @ Anil Kumar Basak S/o. Shri Shurat Lal Bashak of Mohalla Kalyani, Kedarnath Road, P.S. Town, District Muzaffarpur, currently Secretary, Orient Club, Aamgola, P.S. Kazi, Mahammadpur, Muzaffarpur.

.... Petitioner

Versus

1. The State of Bihar
2. Anand Kumar S/o Sri Bishwanath Singh R/o Mohalla- Aghoria Bazar P.O- Ramna P.S. Kazi, Mohammadpur, District- Muzaffarpur.

.... Opposite Partys

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Appearance :

For the Petitioner : Mr. A.P. Singh, Sr. Advocate
: Mr. Ranjeet Kr. Pandey, Advocate
For the Complainant : Sri Janardan Singh, Sr. Advocate
: Sri Satya Ranjan Sinha, Advocate
For the State : Mr. Surendra Pd.Singh (App)

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CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR MANDAL

ORAL ORDER

6 04-03-2016 Heard Mr. A.P. Singh, counsel for the petitioner, Mr. Janardan Singh, counsel for the complainant and Mr. Surendra Pd. Singh, counsel for the State.

Petitioner apprehends his arrest in complaint case no. 2866/2013 registered under Sections 406, 420 IPC. It is stated that the petitioner is the Secretary of the Orient Club, Aam Gola, Muzafarpur. He received certain amount for entering into a lease agreement with the complainant with respect to the land of the Club for 30 years enabling the complaint to construct market thereover. Such agreement, according to the complainant, was entered in 1992.



It is stated on behalf of the petitioner that the same was terminated on 29.07.2004 and notice were given to the petitioner. Several years thereafter the complaint has been lodged alleging that for executing the lease document and for managing the members of the Club, the petitioner deceitfully obtained certain amount from the complainant. Even the land which was leased out was not allowed by the administration to be used by the complainant.

Mr. Singh States that on perusal of the complaint itself, it shall appear a dispute which is civil in nature which has been given the colour of criminal complaint. There is more than perceivable delay in filing the complaint. It is stated that the amount received by the petitioner was acknowledged by receipt. So far as the allegation is that he received a sum of Rs. 2 lacs for managing the Board by the Club the receipt was not signed by him. Its got up document.

Mr. Janardan Pd. Singh, on the other hand, opposed the prayer contending that the petitioner, in a fraudulent manner, convinced the complainant that the land was free to be used by the lessee for the purpose of construction of market. A heavy amount was demanded which the complainant paid. Even thereafter, neither the money was returned nor construction was allowed to be made.

Considering the salient features of the case and the submissions of the parties, I am persuaded to extend the privilege of anticipatory bail to the petitioner.

In the event of arrest or surrender within four weeks from today, the petitioner abovenamed shall be released on bail on furnishing bail bond of Rs. 10,000/- with two sureties of the like amount each to the satisfaction of C.J.M., Muzaffarpur in a Complaint case no. 2866/2013, T.R. no. 1274/2015 with a condition that one of the bailors shall be his close family member. In the event of framing of charge, the petitioner shall appear on each date fixed by the Court below and in case of default in doing so on two consecutive occasions the Court below shall cancel his bail bond.

(Kishore Kumar Mandal, J.)

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