

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.25387 of 2014

Arising Out of PS.Case No. -2773 Year- 2012 Thana -PATNA COMPLAINT CASE District-
PATNA

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Pankaj Kumar Sinha Son of Shailendra Kumar Sinha R/o Kathautiya, P.S.
Maner, District Patna

.... Petitioner

Versus

1. The State of Bihar
2. Abhishek Singh, Son of Late R.P. Singh, Resident of Krishnapuri, Ring Road, Patna.

.... Opposite Parties

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Appearance :

For the Petitioner : Mr. Uday Kumar Singh, Advocate.

For the Opposite Parties : Mr. S.N.Shukla(App)

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

8 28-07-2016 Heard both sides.

The petitioner apprehends his arrest in Complaint Case No. 2773 (C) of 2012 registered for the offences punishable under Sections 406 and 420 of the Indian Penal Code.

The complainant alleged that the petitioner entered into an agreement with him for selling land of 7 Kattha of Plot No. 43, 46 and Khata No. 630. The deed of agreement to sale was executed and the petitioner received Rs. 3,11,000/- at the time of execution of deed of agreement to sale and the petitioner further on the back of the first page of deed of agreement to sale acknowledged receipt of cheque of Rs. 3,00,000/- and cash of Rs. 1,00,000/-.



Learned counsel for the petitioner submits that the petitioner is ready to return Rs. 3,11,000/- to the complainant as he received only Rs. 3,11,000/-. The petitioner denied to have acknowledged the receipt of cheque of Rs. 3,00,000/- and cash of Rs. 1,00,000/- on 01.04.2008. It is further submitted that the petitioner is accused in another Complaint Case No. 1478C of 2010, but in that case the petitioner is on bail.

Learned counsel for the complainant submits that the petitioner is land broker. Prior to executing the deed of agreement to sale with the complainant the petitioner has entered into an agreement to sale the same piece of land to Krishna Singh and when the petitioner did not execute the sale deed Krishna Singh filed Complaint Case No. 1478C of 2010. Thereafter, the petitioner did not mention this fact in his bail petition that he got criminal antecedent and when the complainant appeared the petitioner filed supplementary affidavit stating that he has got one criminal case pending.

It appears that the petitioner being land broker had also earlier entered into an agreement to sale the same piece of land to Krishna Singh and received money from him, but when petitioner refused to execute the sale deed, Krishna Singh filed the Complaint Case No. 1478C of 2010. During pendency of the said

case the petitioner again entered into an agreement to sale the same piece of land to the complainant of the present case and received Rs. 3,11,000/-. The petitioner, of course, refused to receive cheque and cash of Rs. 1,00,000/- on 01.04.2008, but it appears that the petitioner is in habit of executing such deed of agreement to sale.

Considering the facts aforesaid, I am not inclined to enlarge the petitioner above named on anticipatory bail in Complaint Case No. 2773 (C) of 2012, pending in the court of Sri Ravi Ranjan, the Judicial Magistrate, 1st Class, Patna. Accordingly, the same is rejected.

(Prabhat Kumar Jha, J.)

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