

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.39713 of 2016

Arising Out of PS.Case No. -29111 Year- 2014 Thana -PATNA COMPLAINT CASE District-
PATNA

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Ajay Kumar S/o Late Krishna Kumar Singh, r/o- Mohalla Indira Nagar,
Road No. 7, Postal Park, P.S.- Jakanpur, Distt.- Patna.

.... Petitioner

Versus

1. The State of Bihar.
2. Dharmendra Kumar, S/o Late Manohar Singh R/o Vill- Lodhipur, P.S.-
Muffassil, Distt.- Gaya at present office of I.G.P., Bihar Sector, CRPF,
Ashiana Digha, Road, P.S.- Rajiv Nagar, Distt.- Patna.

.... Opposite Parties

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Appearance :

For the Petitioner : Mr. Amresh Kumar Sinha, Advocate.
For the Opposite Parties : Mr. Kanhaiya Kishore, APP.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

8 02-12-2016 Heard both sides.

The petitioner apprehends his arrest in Complaint Case
No. 29111 of 2014 registered for the offences punishable under
Section 406 of the Indian Penal Code and Section 138 of the N.I.
Act.

The complainant alleged that the petitioner executed a
deed of agreement to sale a piece of land situated in Mahavir
Colony. The complainant paid Rs. 13,50,000/- through cheques to
the petitioner and the remaining amount was agreed to pay at the
time of execution of the sale deed but the petitioner on one pretext
or other deferred the execution of the sale deed. When the
complainant met with the original landlord the original landlord



disclosed that he received only Rs. 9,21,000/- and that is why the sale deed could not be executed. The complainant demanded money from the petitioner and the petitioner gave a cheque of Rs. 3,50,000/- to the complainant on 08.08.2014 requesting the complainant to present the same on 10.08.2014. When the cheque was presented, the same was not honoured due to paucity of fund in the account of the petitioner.

Learned counsel for the petitioner submits that the petitioner is admittedly a broker and he got a deed of agreement in his favour from original landlord for selling the same piece of land on consideration of Rs. 16 lakhs per kattha, but the petitioner negotiated with the complainant for the aforesaid land on consideration of Rs. 19 lakhs per kattha. The original landlord had already executed the sale deed. The petitioner issued bank cheque in security but the complainant filled up the same and that is why there is difference in handwriting on the cheques but it appears that the petitioner being the broker did not pay the entire amount to the landlord and that is why the sale deed was not being executed. The petitioner kept Rs. 4,29,000/- with himself out of Rs. 13,50,000/- paid by the complainant to the petitioner. The petitioner is not ready to pay the amount to the complainant for which the petitioner issued a cheque to the complainant.



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

(Prabhat Kumar Jha, J.)

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