

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.39344 of 2016

Arising Out of PS.Case No. -3432 Year- 2014 Thana -COMPLAINT CASE District- ARRARIA

- =====
1. RADHE SHYAM SINHA @ RADHE SHYAM SINGHAL @ RADHE SHYAM SINHAL S/o Late Jugal Kishore Agrawal R/o Parnami Mandir Road Siliguri , P.O.+P.S.-Siliguri District-Darjeeling (West Bengal)
 2. Smt. Indira Devi @ Indira Devi @Indra Devi W/o Sri Ghisaram Agrawal R/o Punjabi Para P.O. + P.S.-Siliguri, District-Darjeeling (West Bengal)
 3. Sri Gurucharan Singh Hora S/o Late Gurbachan Singh R/o Punjabi Para P.O. +P.S.- Siliguri, District-Darjeeling (West Bengal)
 4. Sanjay Kumar Agrawal S/o Sri Ghisaram Agarwal R/o Punjabi Para Siliguri, P.O. + P.S. Siliguri, District-Darjeeling (West Bengal)
 5. Tilak Banskota S/o Bholanath Banskota R/o Punjabi Para Siliguri, P.O. + P.S.-Siliguri, District-Darjeeling (West Bengal)
 6. RADHE SHYAM SINHA @ RADHE SHYAM SINGHAL @ RADHE SHYAM SINHAL & ORS

.... Petitioners

Versus

1. The State of Bihar
2. Sanjay Kumar Agrawal S/o Late Rameshwar Prasad Agrawal R/o Ward No. 16 R.N.Dutta Road, P.O. Forbesganj, P.S.Forbesganj, District-Araria

.... Opposite Parties

=====

Appearance :

For the Petitioners : Mrs. Soni Srivastava, Advocate
For the Opposite Parties : Mr. Brajendra Nath Pandey, APP

=====

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

4 04-10-2016 Heard both sides.

The petitioners apprehend their arrest in Complaint Case No.3432 of 2014 under Sections 406, 420 and 34 of the IPC.

The complainant alleged in the complaint petition that accused nos.1 to 4, namely, Sri Radheshyam Sinhal, Smt. Indira Devi, Sri Balram Goyal and Sri Gurucharan Singh are the



registered owner of a piece of land measuring 0.554 acres of plot no.183 recorded in khatian no.702, situated in Mauza-Dabgram, J.L.No.2, Pargana-Baikunthapur, sheet No.12, P.S. Bhaktinagar in the district of Jalpaiguri (West Bengal). The owner of the land and the company represented through his director entered into an agreement with the developers, accused nos.6,7 and 8 who developed the lands. Complainant alleged that Sanjay Kumar Agarwal, petitioner no.4 along with others had talked with him and they agreed to sale a flat measuring 910 square feet being built up area and measuring 1092 square feet being total area, i.e. super-built area at the rate of 1000/- per square feet besides the parking space and other ancillaries incidental expenses. The complainant made payment of Rs.11,30,375/- and got receipts (ten in number) from Sanjay Kumar Agarwal. Sanjay Kumar Agarwal or M/S Sagarmatha Builders are not handing over the flat to the complainant.

Mrs. Soni Srivastava, learned counsel for the petitioners submits that the petitioner no.4 received money from the complainant but there is no agreement between the complainant and the petitioners for transfer of a flat. The petitioners, of course, gave Rs.11,30,375/- but he is not ready to pay the remaining price of a flat at the prevailing rate. The petitioners are ready to return

the entire amount to the complainant if the complainant is not ready to make payment of the price of the flat. It is further submitted that for the same relief the complainant has filed the case the District Consumer Forum being Complaint Case No.1 of 2015

Learned counsel for the complainant vehemently opposed the prayer for anticipatory bail and submitted that there was an oral agreement between the petitioners and the complainant for selling the flat at the rate of Rs.1000/- per square feet besides the parking charge and other ancillary charge but no such agreement is annexed with the petition. It is further submitted that now the petitioners are demanding more money but the complainant failed to produce any deed of agreement for purchasing any flat. Of course, he has given Rs. 11,30,375/- and petitioner no.4 got receipts. Petitioner no.4 is ready to return the entire amount if the complainant fails to pay the price of the flat at the prevalent rate on which the petitioners sold the flats to other purchasers.

Considering the fact that there is no written deed of agreement to purchase or sale the flats, of course, the complainant had given money to petitioner no.4 but petitioner no.4 is ready to return the money, the above named petitioners, in the

event of their arrest or surrender before the learned 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 bail on furnishing bail bond of Rs.10,000/-(ten thousand) each with two sureties of the like amount each to the satisfaction of Sri Sanjay Singh, Judicial Magistrate, Ist Class, Araria in connection with Complaint Case No.3432 of 2014, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

(Prabhat Kumar Jha, J)

B.Kr./-

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