

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.4737 of 2016

Arising Out of PS.Case No. -154 Year- 2015 Thana -KHAGAUL District- PATNA

=====

1. Sanjay Kumar Gupta Son of Late Gaya Prasad Gupta resident of Mohalla
- Bari Khagaul, P.S. Khagaul, District - Patna

.... Petitioner/s

Versus

1. The State of Bihar
2. Jitendra Kumar son of Late Chandrika Singh

... Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Ajit Kumar

For the Opposite Party/s : Mr. Suresh Pd. Singh (App)

=====

CORAM: HONOURABLE JUSTICE SMT. ANJANA MISHRA
ORAL ORDER

4 28-04-2016 Heard learned counsel for the petitioner and learned counsel

for the complainant as well as learned Additional Public

Prosecutor for the State.

The petitioner apprehends his arrest in connection with a

case registered for the offences punishable under Sections

420/341/323/307/379 of the Indian Penal Code.

Learned counsel for the petitioner submits that the entire

case against the petitioner is misconceived as the dispute has

arisen out of an agreement for sale/purchase of land. It is

submitted that whatever may be the allegations, the ingredients of

the offence under Sections 420/341 of the Indian Penal Code are

not made out as admittedly the petitioner has agreed to sell his

land for which certain money had exchanged hands. It is further

submitted that the allegations of attacking the informant on the

neck and also trying to take away money to the tune of rupees

thirteen hundred from the informant's pocket is nothing but a figment of complainant's imagination.

Learned counsel appearing on behalf of the complainant has submitted that the petitioner took money to the tune of Rs. 3, 02, 000/- (Three lacs two thousand) from the wife of the informant and the land was to be registered within a period of six months. It appears from the agreement that the same was executed in the year 2012. Thereafter, the money was paid in small installments between the year 2012 to 2014. Thus, the agreement which was entered into the parties, did not materialize. The complainant then wanted return of the money which was denied by the petitioner. He further submits that on the agreement paper itself, it has been shown that the petitioner again and again offered to sell the land and at one point of time, returned the money but again on assurance made, he took back the said money.

After having heard learned counsel for the petitioner and learned counsel for the complainant, it appears that the said submission made by the complainant does not find place in the complaint case made before the Court. As such, there appears to be a serious cloud on the prosecution story.

In view of the fact that there was a sale and purchase agreement between the parties, the matter being of civil nature, can well be resolved by a Court of competent jurisdiction.

Accordingly, let the petitioner, in the event of his arrest / surrender within a period of four weeks from the date of receipt/production of a copy of this order, be enlarged on bail on furnishing bail bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate, Danapur, Patna in connection with Khagaul P.S. Case No. 154/2015, subject to the conditions as laid down under Section 438(2) of the Cr. P.C.

(Anjana Mishra, J)

Saif/-

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