

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.32066 of 2016

Arising Out of PS.Case No. -443 Year- 2014 Thana -SHRIKRISHNAPURI District- PATNA

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Sudhir Kumar, son of Ram Chandra Singh, resident of Village/Mohalla-Merwa, P.S.- Karaiparsurai, District- Nalanda and at present residing at Jai Prakash Nagar, Dopulwa, P.S.- Jakkanpur, District- Patna.

.... Petitioner

Versus

The State of Bihar

.... Opposite Party

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Appearance :

For the Petitioner : Mr. Mrigendra Kumar, Advocate

For the Opposite Party : Mr. Sri Bisheshwar Ram (APP)

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CORAM: HONOURABLE MR. JUSTICE JITENDRA MOHAN SHARMA
ORAL ORDER

3 17-09-2016 Heard learned counsel for the petitioner, the learned counsel representing the State, as also the learned counsel for the informant .

The petitioner seeks bail in connection with Krishnapuri P.S Case No. 443 of 2014 registered for the offences punishable under Sections 406, 420, 467/34 of the Indian Penal Code.

Allegedly, the petitioner entered into an agreement to execute sale deed with respect to 10 katha of land at the rate of Rs. 6,75,000/- per katha and total consideration amount was fixed at Rs. 66,99,000/- and accordingly deed of agreement was executed and as per agreement amount of Rs. 68,96,000/- was paid on different dates, but when the informant told the petitioner to

execute the sale deed, he started evading the matter and ultimately when the informant went with paper they took paper of agreement and after making change the amount as Rs. 7,50,000/- though in words the same remained as 6,75,000/- itself and further started pressurizing with other antisocial elements.

Submission is of false implication and that at best it can be a case of specific performance of contract, entire allegation levelled in the First Information Report are false, the informant is dealing with the land business and is in habit of cheating the innocent farmers in the name of purchasing the land, copy of agreement is not attached with the First Information Report and as per petitioner's knowledge, he has not even produced its copy during the investigation as there is no seizure memo of the said documents is in the record of the case nor the same is mentioned in the charge sheet which has been submitted by the police, resulting the petitioner is suffering in custody since 07.05.2016, the informant has given money to the tune of Rs. 10, 00000/- on 06.09.2011 and Rs. 34,00000/- on 22.09.2011 and thereafter he has not given any money to the petitioner and as per the document, the entire payment was to be made within three months and the time was the main essence of the agreement. As a matter of fact, amount of Rs. 7,50,000/- per katha was fixed as

consideration money and it is strange to say that the total consideration amount comes to Rs. 66,99,000/- and informant paid Rs. 68,96,000/- that is almost Rs. 2,00,000/- more, although he deals in sale and purchase of land itself, so prosecution story appears not probable and reliable and, as such, the petitioner deserves sympathetic consideration.

The petitioner is ready to return the amount of earnest money i.e. Rs. 10,00,000/- and Rs. 34,00,000/- at any moment to the informant.

Learned A.P.P. duly assisted by the learned counsel for the informant opposes the prayer of bail by submitting that the petitioner has cheated the informant and further from the agreement of sale, it reveals that intentionally cheating was done in the figure, but words remained same and, as such, petitioner does not deserve bail.

In the facts and circumstances stated above, considering that the dispute is of civil nature and, as such, the petitioner shall be released on bail on execution of bail bond of Rs. 10,000/- (ten thousand) with two sureties of like amount each to the satisfaction of learned Judicial Magistrate 1st Class, Patna, in connection with Sri Krishnapuri P.S. Case No. 443 of 2014, subject to the conditions that one of the bailors must be near

relative and another having sufficient immovable property within the territorial jurisdiction of the Court concerned and the petitioner shall remain present on each and every date during trial and the default on two consecutive dates on his part without any reason shall disentitle the petitioner from privilege of bail.

(Jitendra Mohan Sharma, J.)

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