

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.53799 of 2015**

Arising Out of PS.Case No. -232 Year- 2013 Thana -GAYA KOTWALI District- GAYA

1. Pappu Sinha @ Pappu Kumar Sinha S/o Kapileshwar Prasad Srivastava,  
Resident of Mohalla- Brahmni Ghat, P.S.- Civil Line, District- Gaya.

.... .... Petitioner/s

Versus

1. The State of Bihar

.... .... Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Dharmendra Kumar Sinha

For the Opposite Party/s Mr. Surendra Kumar (App)

**CORAM: HONOURABLE MR. JUSTICE HEMANT KUMAR**  
**SRIVASTAVA**  
**ORAL ORDER**

06/ 19.05.2016 Counter affidavit is filed on behalf of the opposite party  
no.2.

Heard learned counsel for the petitioner as well as learned  
Addl. Public Prosecutor for the State and also heard learned counsel  
for opposite party no.2.

Petitioner is in jail custody since 2.7.2013 in a case  
registered under sections 406, 419, 467, 468, 471 and 504/34 of the  
Indian Penal Code.

The accusation against the petitioner is that he took advance  
money near about 40 lakhs from opposite party no.2 with an assurance  
to execute sale deed in respect of a house but subsequently, he refused  
to execute sale deed as well as to return the above stated amount.

Learned counsel appearing for the petitioner points out that  
agreement for sale was executed by the petitioner on 26.3.2010 and it  
was decided between the petitioner and opposite party no.2 that



opposite party no.2 shall pay entire consideration amount by 26.5.2011 and after that petitioner shall execute sale deed in respect of the house in question but opposite party no.2 failed to pay entire consideration amount. However, with the consent of both parties, the aforesaid period was extended till 20.12.2012 but again, opposite party no.2 failed to pay entire consideration amount, It is further submitted that opposite party no.2 has admitted at para 3 of the counter affidavit that period for making payment of consideration amount as well as execution of the sale deed was extended till the year 2013 but even if it is assumed that the aforesaid period was extended till the year 2013, then also, opposite party no.2 failed to pay entire consideration amount within the above stated period and, therefore, at best, it is case of breach of civil nature and the petitioner can not be prosecuted for any criminal liability.

On the other hand, learned counsel appearing for opposite party no.2 refutes the above stated submissions arguing that period of execution of the sale deed was extended time to time and whenever opposite party no.2 made request for execution of the sale deed, petitioner refused to pay any heed towards the request of opposite party no.2 and subsequently, transferred the house in question in favour of another person and also refused to return the amount in question.

Regard being had to the above stated submissions as well as facts and circumstances of the case, petitioner is directed to be released on bail on furnishing bail bonds of Rs 10,000/- with two sureties of the like amount each to the satisfaction of the Chief

Judicial Magistrate, Gaya in Kotwali P.S. Case no. 232/2013.

However, this order shall not cause any prejudice to the mind of the trial court in course of trial.

(Hemant Kumar Srivastava,J)

