

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

M.CR.C (A) No. 1300 of 2015

Rakesh Agrawal, S/o. Shri Rajaram Agrawal, Aged about 42 years,
Resident of D/208, Sector Devendra Nagar, Police Station- Pandari
(wrongly mentioned Pandsri) Civil and Revenue District Raipur (C.G.)

---- Applicant

Versus

State of Chhattisgarh Through Police Station- Pandari (Mova) Raipur, Civil
and Revenue District Raipur (Chhattisgarh)

---- Respondent

For Applicant	:-	Mr. Sunil Otwani, Advocate.
For Respondent/State	:-	Mr. Sangharsh Pandey, Dy. Govt. Advocate

Hon'ble Shri Justice Goutam Bhaduri

Order on Board

01/02/2016

1. This application under Section 438 of Cr.P.C. has been filed by the applicant apprehending his arrest in connection with Crime No. 31/2015, registered at Police Station – Pandari (Mova), District – Raipur (C.G.) for offence punishable under Section 420 of Indian Penal Code.

2. Case of the prosecution, in brief, is that the complainant Dr. R.K. Patel lodged a report before Police Station- Pandari, alleging that the applicant had entered into an agreement of sale with the wife of the complainant namely Rajni Patel for a land situated at Plot Khasra No. 531/ 9 Siltara Industrial Area Phase-II Raipur (C.G.). It is further alleged by the complainant that the said land was given to the applicant on lease by the CSIDC and the applicant had entered into an agreement to sale for the aforesaid piece of land. On the report of the complainant the offence

punishable under section 420 of IPC was registered against this applicant.

3. Counsel for the applicant submits that the report was made against this applicant is that the applicant entered into an agreement with the wife of the complainant Dr. R.K. Patel for purchase of land bearing Khasra No. 531/ 9, Siltara Industrial Area Phase-II Raipur for which Rs. 73 lakhs has been paid. Consequently, an amount of Rs. 10 lakhs was paid as earnest money was returned to the complainant. He further submits that neither any document has been produced about the payment of Rs. 63 lakhs nor any evidence to this regard is available. He further referred to certain transactions in between the parties wherein the complaint under section 138 of Negotiable Instrument Act has been preferred. He further submits that entirely the dispute is of civil in nature of a business transaction. He further submits that the land of CSIDC, the applicant could have been transferred the land with permission of CSIDC, therefore, no offence is committed and he may be given the benefit of anticipatory bail.

4. State counsel opposes the prayer for grant of anticipatory bail.

5. Perusal of the case diary shows that the agreement in this case was executed by Rakesh Agrawal with the wife of the complainant namely Rajni Patel on 29.04.2010, for which an amount of Rs. 10 lakhs was received. A report is also made by CSIDC. Document would show that initially, the land bearing Khasra No. 531/ 9 Siltara Industrial Area Phase-II Raipur was allotted to this applicant in the year 2007 which was surrendered on 09.07.2010. Subsequently, on 26.07.2010 the land was allotted to one M/s. Nobel Engineering. The deed of cancellation of the agreement with complainant is on 09.01.2013. Considering, the document attached and the agreement dated 29.04.2010 executed by the applicant, that land was in name of applicant which was surrendered on 09.07.2010 and further taking

into fact, that earnest money given has been returned back, considering the totality of the facts and circumstances of the case and the nature, prima-facie, the transaction appears to be of civil in nature, therefore, this Court is of the opinion, that prima facie it is a fit case where the applicant can be extended the benefit of anticipatory bail.

6. Accordingly, the anticipatory bail application is allowed and it is directed that in the event of arrest of the applicant in connection with the aforesaid offence, he shall be released on bail by the officer arresting him on executing a personal bond in sum of Rs.25,000/- with one local surety in the like sum to the satisfaction of the concerned Investigating Officer. The applicant shall also abide by the following conditions:-

- (i) that the applicant shall make himself available for interrogation before the investigating officer as and when required;
- (ii) that the applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him/her from disclosing such facts to the Court or to any police officer;
- (iii) that the applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
- (iv) the applicant shall appear before the trial Court on each and every date given to her by the said Court till disposal of the trial.

Sd/-

(Goutam Bhaduri)

JUDGE