

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

M.CR.C.(A). No. 395 of 2016

1. Sanjay Kumar Naidu, S/o. Late Prabhakar Naidu (P.K. Naidu), aged about 50 years, R/o. Ramnagar, Supela Bhilai, Police Station Supela, Tahsil and District – Durg (C.G.)
2. Rameshwar Verma, S/o. Sudheram Verma, aged about 56 years, R/o. Zero Point, Shanti Nagar, Supela, Bhilai, Tahsil and District – Durg (C.G.)

----Applicants

Versus

1. State of Chhattisgarh, Through : District Magistrate, Durg, District - Durg (C.G.)
2. Dharamchand Jain, S/o. Moujilal Shah, aged about 71 years, R/o. Near Gayatri Mandir, Azad Chowk, Ward No.12, Ramnagar, Supela, Bhilai, Police Station Supela, Tahsil and District – Durg (C.G.)

---- Respondent

For Applicants	: Mr. B.P. Singh, Advocate
For Respondent/State	: Mr. Anant Bajpai, Panel Lawyer

Hon'ble Shri Justice Goutam Bhaduri

Order On Board

29/07/2016

1. Apprehending arrest in connection with Complaint Case No.6716/2015, pending before the Court of Judicial Magistrate First Class, Durg, District – Durg (C.G.), for offence punishable under Section 420, 467, 468, 471, 294, 506(II) & 384 of Indian Penal Code against the applicant No.1 and Section 420, 467, 468, 471 against applicant No.2, the applicants have preferred this application for grant of anticipatory bail.
2. As per the prosecution case, a complaint was filed by the respondent No.2 that an agreement was executed on 23.07.2014 and 30.08.2014, wherein an amount of Rs.8.00 lakhs was said to

be paid, but actually the agreement was never executed by Dharamchand Jain and thereby the fraud has been committed.

3. Learned counsel for the applicant would submit that the agreement was executed in between the Dharamchand Jain and the applicant No.1, Sanjay Kumar Naidu and the applicant No.2, Rameshwar Verma is the witness. It is submitted that an amount of Rs.8.00 lakhs was paid to Dharamchand Jain and since the relation in between the Dharamchand Jain and Rajesh Gupta was not good and Rajesh Gupta wanted to purchase the house to be routed through the applicant No.1. It is further submitted that notice was served to the non-applicant No.2 wherein he has denied to execute the agreement to sale and has further asserted that the house can not be sold as it is a leased house, whereas in the statement given before the Court, he has stated that he advertised the house for sale. It is further submitted that separate complaint was filed by Rajesh, wherein the applicant has been enlarged on bail. It is further submitted that considering the nature of allegation which is civil in nature, the applicant may be extended the benefit of anticipatory bail.
4. No representation is made on behalf of the respondent No.2 despite notice.
5. Per contra learned State counsel opposes the application for grant of anticipatory bail.
6. Perused the documents placed along with the bail application, which shows that dispute arose in respect of sale of house. The contradiction in the statement of Dharamchand Jain as also in the notice wherein one part he has stated that sale can not be made of the house whereas in the statement he has admitted that he had advertised for sale. Taking into such statement and facts and circumstances of the case and the nature of dispute in between the

parties, this Court is inclined to extend the benefit of anticipatory bail to the applicant.

7. Accordingly, the anticipatory bail application is allowed and it is directed that in the event of arrest of the applicants in connection with the aforesaid offence, they shall be released on bail on executing a personal bond in sum of Rs.25,000/- with one surety each in the like sum to the satisfaction of the concerned trial Court.

The applicants shall also abide by the following conditions :

- (i) that the applicants 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;
- (ii) that the applicants shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
- (iii) that the applicants shall appear before the trial Court on each and every date given to them by the said Court till disposal of the trial.

Certified copy as per rules.

Sd/-
(Goutam Bhaduri)
Judge