

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.37438 of 2016

Arising Out of PS.Case No. -420 Year- 2014 Thana -CIVIL LINE District- GAYA

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Kuldeep Kumar, S/o Sri Ashok Kumar, Resident of Mohalla- Sahmir
Takiya, P.S Civil Lines, District Gaya.

.... Petitioner/s

Versus

1. The State of Bihar
2. Saket Narayan Son of Lakshmi Narayan Resident of Mohalla- Gewal
Bigha, Police Line Road, Near Durgasthan, P.S. Rampur, District Gaya.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Sumeet Kumar Singh

For the Opposite Party/s : Mr. Sri Anand Kishore Choudhary

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR
JHA

ORAL ORDER

3 22-05-2017 Heard both sides.

Petitioner apprehends his arrest in Civil Lines P.S.

Case No.420 of 2014 registered for the offences punishable under
Sections 406, 420, 467, 468, 323 and 504/34 of Indian Penal
Code.

The informant filed complaint case on the basis of
which FIR was registered. The informant alleged that the
petitioner entered into an agreement to sell a piece of land and
initially received Rs.1,10,000/-. The deed of agreement was
executed thereafter and it was agreed that the informant shall pay
the entire consideration amount within four months from the date
of execution of the deed of agreement to sell and thereafter the



petitioner would execute the sale deed. The informant paid Rs.3,00,000/- on 05.11.2012, Rs.2,00,000/- on 23.11.2012 and RS.2,50,000/- on 16.12.2013. Rs.60,000/- was also received by the petitioner and only Rs.40,000/- remain due, but the petitioner on one pretext or the other did not execute the sale deed.

Learned counsel for the petitioner submits that the informant was a partner in his business of real estate. The petitioner never executed any deed of agreement to sell a piece of land. The petitioner did not receive money as endorsed on the back of the deed of agreement to sell and he denied to have put any signature thereon.

On the other hand, learned counsel for the informant and learned A.P.P. vehemently opposed the prayer for anticipatory bail and submitted that the petitioner clearly committed fraud with a view to cheat the informant.

On perusal of the records, it appears that this case was filed on account of breach of conditions of the deed of agreement to sell and primarily giving rise to a civil dispute.

Considering the facts aforesaid, let the petitioner, above named, in the event of his arrest or surrender before the court below within a period of four weeks from the date of receipt of the order, be released on bail on furnishing bail bonds of



Rs.10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Gaya/Successor Court in connection with Civil Lines P.S. Case No.420 of 2014, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

(Prabhat Kumar Jha, J)

Arvind/-

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