

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.43607 of 2017

Arising Out of PS.Case No. -451 Year- 2017 Thana -KHAZANIHAT District- PURNIA

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Rituraj Yadav Son of Late Ramesh Yadav resident of Village- Maranga,
Police Station- K.Hat (Khajanchi Hat)- Maranga, District- Purnia.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

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Appearance:

For the Petitioner/s : Mr. Arun Prasad Ambastha, Advocate

For the Opposite Party/s : Smt. Meena Singh, APP

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR

JHA

ORAL ORDER

2 20-09-2017 Heard learned for the petitioner, the learned Additional P.P.
and learned counsel for the informant.

The petitioner apprehends his arrest in K. Hat P.S. Case No.
451 of 2017 (G.R. No. 2509 of 2017) under sections 420 and 406
of the IPC.

The informant in gist alleged that he entered into an
agreement with the petitioner for purchasing a piece of land on
consideration of Rs. 10,50,000/-. The informant paid Rs.
7,50,000/- but the petitioner did not execute the sale deed till
30.10.2015. The date of execution of the sale deed was extended
to 30.12.2015 but even then the petitioner did not execute the sale
deed.



The learned counsel for the petitioner submits that from the perusal of the deed of agreement to sale, it would appear that there is a covenant in the deed of agreement itself that if the purchaser did not pay the entire consideration amount by 30.10.2015, the vendor would be at liberty to rescind the contract and sale the property to anyone else. The entire consideration amount was not paid till 30.10.2015.

On the other hand, the learned counsel for the informant submits that the last date for payment of consideration amount was extended from time to time as the petitioner himself refuse to execute the sale deed.

On perusal of the entire records including the FIR and the deed of agreement to sale, it appears that it is a case of breach of agreement between the two sides for which the proper remedy is civil suit.

Considering the facts aforesaid, in the event of arrest/surrender before the court below within four weeks from the date of receipt/production of a copy of this order, the petitioner, namely, Rituraj Yadav is directed to be released on anticipatory bail on furnishing bail bond of Rs. 10,000/- (rupees ten thousand) with two sureties of the like amount each to the



satisfaction of the Chief Judicial Magistrate, Purnea in connection with K. Hat (Maranga) P.S. Case No. 451 of 2017 (G.R. No. 2509 of 2017) subject to the conditions laid down under Section 438(2) of the Code of Criminal Procedure.

(Prabhat Kumar Jha, J)

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