

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.32781 of 2016

Arising Out of PS.Case No. -427 Year- 2014 Thana -SARAIYA District- MUZAFFARPUR

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1. Ajay Kumar, son of late Ramsurat Singh, Resident of village - Ibrahimpur, P.S. - Saraiya, District - Muzaffarpur.
 2. Laliteshwar Pandey, son of Late Dewaki Pandey, Resident of village - Afzalpur, P.S. - Kudhani, District - Muzaffarpur (As per F.I.R) but correct address resident of village - Afzalpur, P.S. - Belsar, District - Vaishali.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Smt. Sushma Singh wife of Harikishore Prasad Singh Resident of village - Manikpur, P.S. - Saraiya, District - Muzaffarpur.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ravi Ranjan, Advocate.

For the Opposite Party/s : Mr. Ram Sumiran Roy, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

4 31-01-2017 Heard learned counsel for the petitioners and the State.

The petitioners seek anticipatory bail in a case instituted for the offence under Sections 120(B), 420, 467, 468, 471 of the Indian Penal Code and Section 138 of N.I. Act.

It is alleged in the complaint petition that the complainant entered into an agreement with the petitioners for sale of the land and the consideration money was fixed at the rate of Rs.22,50,000/-. It is further alleged that the petitioners issued two cheques of Rs.5,00,000/- each, one was issued on 30.4.2014 and other was issued on 28.4.2014, total sum of Rs.10,00,000/-.



Thereafter, the sale deed was executed by the complainant in favour of the petitioners on 17.7.2014. It is further alleged that two other cheques dated 22.7.2014 were given by petitioners to informant on 17.7.2014 of Rs.5,00,000/- each after execution of the sale deed. The informant deposited these cheques in the account, then the same was dishonoured with endorsement “in sufficient fund”.

It has been submitted on behalf of the petitioners that there was an agreement between the complainant and the petitioners for sale of another land for the same amount, but the complainant refused to accede to act as per agreement and, therefore, the payment was stopped. This Court fail to understand that after execution of the sale deed by the complainant, on 17.7.2014 the two cheques dated 22.7.2014 of Rs.5,00,000/- each were issued in favour of complainant and her husband respectively by the petitioners for the total amount of Rs.10,00,000/- which was part of the consideration amount as agreed between both the parties, but the petitioner had stopped the payment of the aforesaid two cheques.

In aforesaid facts and circumstances, this Court is of the view that such conduct of the petitioners were not proper and creates suspicion that such act was done by petitioner to commit



cheating with the informant.

In such circumstances, this Court is not inclined to grant anticipatory bail to the petitioners.

The prayer for anticipatory bail of the petitioners stands rejected.

The petitioners are directed to surrender before the court below and make prayer for regular bail which shall be considered on the same day on its own merits without being prejudiced by the order of this Court.

S.Ali/-

(Sanjay Priya, J)

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