

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.47476 of 2013

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1. Sudha Roy W/O Late Singheswar Roy Resident Of 45 A.N. Path, North S.K. Puri, P.S.- S.K. Puri, District- Patna.
 2. Meena Sharma W/O Anil Kumar Sharma Resident Of E C 2, Tribhuwan Complex, Bailey Road, Opp-. Shiv Mandir, P.S.- Shastri Nagar, District- Patna, Presently Residing At 50 Officer'S Colony, P.S. DLW, District- Varanasi (U.P.).
 3. Anil Kumar Sharma @ Anil Kumar Son Of Late Brahmadeo Sharma Resident Of E C 2, Tribhuwan Complex, Bailey Road, Opp-. Shiv Mandir, P.S.- Shastri Nagar, District- Patna, Presently Residing At 50 Officer'S Colony, P.S. DLW, District- Varanasi (U.P.).

.... Petitioners

Versus

1. The State Of Bihar
2. Anjani Kumar Sinha S/O Sri Devendra Mohan Prasad Director M/S Rounak Homes Pvt. Ltd, Office At L/26, Road No. 02, S.K. Nagar, P.S.- Budha Colony, District- Patna, At Present Residing At 74, Rental Flat, Kankarbagh, P.S.- Kankarbagh, District- Patna.

.... Opposite Parties

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Appearance :

For the Petitioners : Mr. Durgesh Kumar Singh

For the Opposite Parties : Mr. Shailendra Kr. Singh (APP)

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CORAM: HONOURABLE MR. JUSTICE JITENDRA MOHAN SHARMA

ORAL ORDER

7 11-07-2017 Heard the learned counsel for the petitioners, the learned A.P.P. for the State as also the learned counsel for the opposite party no.2.

Two cheques, one of Rs. 2,00,000/- granted by Sudha Devi and other of Rs. 3,00,000/- granted by Meena Sharma have been handed over to the learned counsel for the opposite party no.2. The two cheques are in the name of M/S Rounak Homes Pvt. Ltd. On behalf of the opposite party no.2 the original development



deed of agreement executed by Sudha Roy and Meena Sharma, the Director of Rounak Homes Pvt. Ltd. is also returned to the learned counsel for the petitioners. On behalf of the petitioners it is submitted that two cheques will not be bounced, whereas, the learned counsel for the opposite party no.2 submits that the original development deed of agreement is free from all encumbrances. The two cheques will be encashed by M/S Rounak Homes Pvt. Ltd.

Now the dispute between the parties has been resolved amicably. The learned counsel for the petitioners received the original development deed of agreement. If the two cheques granted by the petitioners in favour of Rounak Homes Pvt. Ltd. will not be encashed and will be bounced then serious view will be taken against the petitioners and the order passed today will be deemed to be non-est. The original development deed of agreement is also free from all encumbrances and if any encumbrance will be found then serious view will be taken against the opposite party no.2.

The learned counsel for the opposite party no.2 has got no objection in allowing this application and quashing the order dated 20.07.2013 passed by the then Judicial Magistrate, 1st Class, Patna in Complaint Case No. 2236 (C) of 2013, whereby



and whereunder, cognizance has been taken against the petitioners under sections 406, 420, 323 and 504 of the I.P.C and summons have been ordered to be issued.

In the result, the impugned order dated 20.07.2013 passed in Complaint Case No. 2236 (C) of 2013 is hereby quashed and under the changed circumstances in view of the settlement arrived at between the parties this Criminal Miscellaneous stands allowed.

(Jitendra Mohan Sharma, J)

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