

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.22810 of 2018

Arising Out of PS. Case No.-629 Year-2017 Thana- KOTWALI District- Patna

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Din Dayal Prasad, son of Late Kishun Lal Sau resident of Mohalla - Gulab
Bagh, Near Hathua Market, P.S. - Kadamkuan, District - Patna.

... .. Petitioner/s

Versus

The State of Bihar.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Pranav Kumar

For the Opposite Party/s : Mr. Sri Kalyan Shankar

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CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR
ORAL ORDER

2 19-04-2018 Heard learned counsels for the petitioner and the State as
learned counsel for the informant. .

The petitioner, already in custody, seeks bail in connection with Kotwali P.S.Case No. 629 of 2017 registered under Sections 409, 417, 418, 419, 420, 461, 468, 504, 506 and 120B of the Indian penal Code.

Allegation in brief is that four sons of the petitioner entered into a development agreement with the informant, a builder, and advance money was also taken by his sons after entering into agreement to the tune of Rs. 2.20 crores but later on, they mortgaged the same piece of land with the State Bank of India and have taken loan and now threatening to sell the land to some other person.

Learned counsel for the petitioner contends that agreement is not executed between the petitioner and the



informant rather in between the four sons of the petitioner and the developer and further contention is that it may be a term of breach of contract so predominantly a case of civil in nature and the petitioner is 78 years old man having no criminal liability to be fastened on the petitioner, who is in custody since 09.01.2018.

Whereas learned counsel for the informant submits that the petitioner is father of all four accused persons who have entered into an agreement for development of their land but later on the petitioner also agreed to return the money taken in advance by his sons despite that neither money is returned back nor possession of the land was given for development.

Having considered the aforesaid facts and circumstances, in particular the petitioner not a party to deed of agreement of development, so he is directed to be released on bail upon furnishing bail bond of Rs. 10,000/- with two sureties of the like amount each to the satisfaction of the learned CJM, Patna in connection with Kotwali P.S. Case No. 629 of 2017.

(Arun Kumar, J)

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