

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.53221 of 2017

Arising Out of PS.Case No. -138 Year- 2016 Thana -GOPALPUR District- PATNA

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1. Shashi Bhushan @ Shashi Ranjan, S/o Arun Kumar Singh @ Arun Prasad, r/o village- Raipur, Koealbiga, P.S.- Tharthari, District- Nalanda.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Anil Chandra, Advocate

For the Opposite Party/s : Mr. Pranav Kumar, APP

Mr. Vibhuti Ranjan Sonvadra, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

5/ 11-04-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the Informant.

Petitioner apprehends his arrest in **Gopalpur P.S.**

Case No.138 of 2016 instituted for the offence under Section(s) 406, 420, 467, 468, 471, 120-B Indian Penal Code pending in the Court of the **Sub Judge IX, Patna.**

It is alleged in the written report that the petitioner executed agreement for sale dated 09.05.2015 in favour of the informant after taking amount of rupees eleven lac with regard to the land as mentioned in the agreement of sale. Thereafter, on various dates, the informant made payment of further amount to the petitioner totaling rupees forty-one lac. Finally, when the



informant made request to execute the sale deed, the petitioner did not execute sale deed. The informant enquired into the matter and came to know that the land as mentioned in the agreement does not belong to him and he has claimed the land by forged and fabricated deed.

Counter Affidavit has been filed on behalf of the informant, wherein, he has annexed copy of the agreement of sale from which it appears that rupees eleven lac has been paid at the time of entering into agreement for sale and the remaining amount has been paid on several dates by the informant to the petitioner for which there is endorsement of the petitioner on the agreement for sale itself.

Matter was sent to Mediation Centre, but mediation has failed.

Counsel for the petitioner submits that he denies receipt of other amount besides rupees eleven lac as mentioned in the agreement for sale. He is ready to make payment of the aforesaid rupees eleven lac.

Counsel for the Informant has submitted that he has made payment of rupees forty-one lac for which the petitioner has made endorsement also in the agreement for sale.

In such circumstances, this Court does not find it a



fit case for grant of anticipatory bail.

Prayer of the petitioner for grant of anticipatory bail
is **rejected**.

Petitioner may surrender before the Court below and
seek regular bail, which shall be considered and disposed off in
accordance with law without being prejudiced by this order.

(Sanjay Priya, J)

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