

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.57344 of 2017

Arising Out of PS.Case No. -205 Year- 2014 Thana -PATRAKARNAGAR District- PATNA

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1. Arvind Kumar @ Dr. Arvind Kumar S/o Late Dasharath Singh, R/o Mohalla- Chitragupta Nagar, P.S.- Patrakar Nagar, District- Patna.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Rajiv Shankar Tiwary @ Rajiv Shankar Tiwari S/o Shri Umesh Tiwary, R/o C-1, Sector-2 Noida, P.S.- Gautam Budha Nagar, District- Gautam Bhudha Nagar in the State of Uttar Pradesh, Presently Managing Director of Pyramid Propmart Pvt. Ltd. Noida- Uttar Pradesh.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Rajendra Prasad, Sr. Adv.
Mr. Pramod Kumar
For the Opposite Party/s : Mr. P.K.Shahi, Sr. Adv.
Mr. Ranjan Kumar Sharma

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR

JHA

ORAL ORDER

9 10-08-2018

Heard both sides.

The informant of Patrakar Nagar P.S. Case No. 205 of 2014 has filed this petition for cancellation of anticipatory bail granted to Opposite Party No. 2, Rajiv Shankar Tiwary, in Patrakar Nagar P.S. Case No. 205 of 2014 on 05.10.2016.

Mr. Rajendra Prasad, learned senior counsel appearing on behalf of the petitioner, has submitted that the Opposite Party No. 2 was granted anticipatory bail on the basis of the report of the mediator dated 02.09.2016 but the Opposite Party No. 2 disobeyed and violated the order of this Court by not



complying the terms of agreement. Learned counsel for the petitioner further submits that the Opposite Party No. 2 was granted anticipatory bail in Patrakar Nagar P.S. Case No.76 of 2014 lodged by Smt. Manjula Singh, wife of the petitioner, in Cr Misc. No. 11956 of 2016 as he agreed to return the amount taken by her but on account of disobedience and non compliance of the terms of the agreement, the anticipatory bail granted to the Opposite Party was cancelled by a Coordinate Bench of this Court vide order dated 27.06.2018 passed in Cr. Misc. No. 56666 of 2017. Similar is the situation in the present case. The opposite party No.2 did not execute the sale deed in pursuance of the agreement and he did not develop the area with regard to which he had agreed to develop after executing the sale deed. Therefore, the privilege granted to the opposite party of anticipatory bail be cancelled as he disobeyed and violated the terms and conditions of the agreement.

On the other hand, the learned senior counsel for the Opposite Party No. 2 submitted that the Opposite Party No. 2 did not violate any terms and conditions of the agreement. The Opposite Party No. 2 executed four sale deeds in favour of the petitioner vide sale deed no. 3793, 3794, 3795 and 3796 on 29.03.2013, valuation of which comes to Rs. 1,42,00,000/-. The



petitioner lodged the case making allegation the Opposite Party No. 2 did not execute the sale deed after developing the land as per the agreement and the agreement was for transferring the developed land. It is further submitted that the fact is that the land has already been developed and certificate was issued to this effect that the entire land purchased by the petitioner has already been developed. The Opposite Party No. 2 executed one more sale deed on 20.05.2014 after taking into consideration money of Rs. 3,97,00,000/-. The petitioner wanted to get aforesaid land developed by the opposite party no. 2 and for which Opposite Party No. 2 demanded money for development of the land purchased by the petitioner on 20.05.2014 on account of which some dispute arose. In another case lodged by the wife of the petitioner vide Patrakar Nagar P.S. Case No.76 of 2014, Opposite party no. 2 had agreed to return Rs. 2,45,70,000/- as the petitioner was agreed to pay the amount of Rs. one crore for development of land but that agreement between the informant and the opposite party no. 2 was not obeyed and that is why the opposite party no. 2 did not return money and consequently on account of violation of terms and conditions of the agreement the anticipatory bail granted to the opposite party no. 2 was cancelled vide order dated 27.06.2017 passed in Cr. Misc. No. 56666 of 2017. The opposite



party no. 2 moved before the Hon'ble Supreme Court and the Hon'ble Supreme Court stayed the arrest of the petitioner in Patrakar Nagar P.S. Case No.76 of 2014. It is further submitted that all the sale deeds executed by the Opposite Party No. 2 in favour of the petitioner has been annexed with the counter affidavit. The petitioner has not violated any terms and conditions of the agreement arrived at in presence of the mediator.

Having considered the facts and submission of both sides, it apparent that petitioner lodged Patrakar Nagar case no. 205 of 2014 on 05.09.2014 after execution of four sale deeds with regard to undeveloped lands even after receiving Rs. 1,42,00,000/- although there was an agreement between the parties to register the sale deed after development of the land. The wife of the petitioner filed Patrakar Nagar P.S. Case No.76 of 2014 for non execution of the sale deed even after receiving the consideration amount. In both the cases, the matter was referred to mediation centre and an agreement was arrived at between the parties and on the basis of the agreement the Opposite party no. 2 was granted anticipatory bail by this Court vide order dated 05.10.2016 passed in Cr. Misc. No. 12754 of 2016. The agreement shows that the Opposite Party No.2 had agreed to return the entire amount with interest in pursuance of the agreement dated 16.09.2016 but no



word has been inserted in the agreement about development of the land purchased by the petitioner after paying consideration amount of Rs. 1,42,00,000/- to the opposite party no. 2. It is the specific case of the opposite party no. 2 that he had already executed four sale deeds with regard to the required land agreed between parties worth Rs. 1,42,00,000/- and the entire lands have been developed subsequently and the certificate to this effect was also issued.

Taking into consideration the facts I find that the Opposite Party No.2 has not violated any terms and conditions of the mediation report (Annexure-4) with regard to the execution of sale deed of the developed land worth Rs. 1,42,00,000/- in favour of the petitioner. Thus, no case is made out for cancellation of anticipatory bail granted to the opposite party no. 2 vide order dated 05.10.2016 passed in Cr. Misc. No. 12754 of 2016.

Accordingly, this Cr. Misc. petition for cancellation of anticipatory bail is dismissed.

(Prabhat Kumar Jha, J)

BKS/Rajan

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