

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.12129 of 2018

Arising Out of PS.Case No. -371 Year- 2017 Thana -PATLIPUTRA District- PATNA

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1. Krishna Kumar Singh @ Krishan Kumar Singh, S/o Late Rajendra Narayan Singh, R/v Samridhi Keshari Nagar, Test Book Colony, P.S.- Patliputra, Distt.- Patna.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Vijay Kumar Sinha, Advocate

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

For the Informant : Mr. Ramakant Sharma, Sr. Advocate with
Mr. Uday Chand Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

10/ 23-07-2018

Heard learned counsel for the Petitioner and learned

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

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

Case No.371 of 2017 instituted for the offence under Section(s)
406, 420 Indian Penal Code.

It is alleged in the written report that the Petitioner has received Rs.18,22,500/- from the Informant and executed deed of Agreement with the Informant for purchase of land and also gave possession of the land to the Informant by executing deed of agreement-cum-possession, which is part of the First Information Report. It is also alleged that the Informant later on learnt that aforesaid land has already been acquired by Bihar State Housing Board and original landlord has captured the land



by dispossessing the Informant. The Informant demanded return of his money, but the same was not returned.

Counsel for the Petitioner submits that in the deed of Agreement-cum-Possession, which is part of the First Information Report, it is mentioned that that deal was fixed for Rs.18,00,000/-, out of which, Rs.1,50,000/- was paid by the Informant to the Petitioner by different cheques. The Petitioner admits receiving of the aforesaid amount.

Counsel for the Petitioner further submits that he has executed power of attorney in favour of the Informant for the aforesaid land, which is Annexure-B to the Counter Affidavit filed on behalf of the Informant. Counsel for the Petitioner further submits that he has entered into agreement with original landlord, Chandradeo Rai @ Chandan Rai, for the aforesaid land and has made payment to him also, which will be apparent from Annexure-2. When he did not execute the sale deed, then he has also filed a case against Chandradeo Rai @ Chandan Rai, which has been enclosed by the Informant as Annexure-F to the supplementary Counter Affidavit.

Counsel for the Informant was directed by order dated 08.05.2018 to file supporting document in support of the fact that he has already made payment of Rs.18,22,500/- to the



Petitioner after entering into agreement for sale with regard to the land as mentioned in the written report, but no such supporting document has been filed.

It is admitted fact that Petitioner has received Rs.1,50,000/- from the Informant at the time of entering into agreement through different cheques.

Counsel for the Informant has submitted that he has filed a petition before the Petitioner, which is Annexure-E to the Counter Affidavit, mentioning, in detail, the amount which has been given to him for the aforesaid land and one copy of the said petition has been received by the Petitioner.

Counsel for the Petitioner submits that Petitioner as Secretary of the Society has just received copy of the petition filed by the Informant. It cannot be said that it is admission of receiving aforesaid amount by the Petitioner.

This Court finds that submission of Informant with regard to payment of Rs.18,22,500/- is a question of fact, which cannot be determined at present. The same can only be determined during trial. It is admitted position that Rs.1,50,000/- was received by the Petitioner.

Counsel for the Petitioner submits that he has already executed power of attorney with respect to the aforesaid



land to the Informant vide Annexure-B to the Counter Affidavit. He has submitted that he is ready to return aforesaid amount of Rs.1,50000/- to the Petitioner provided Informant again execute power of attorney in favour of the Petitioner with respect to aforesaid land. The counsel for the Informant submits that he has no instruction on such submission.

In such circumstances, this Court finds that it is a matter of civil dispute between the parties.

In the facts and circumstances of the case, prayer of the Petitioner for grant of anticipatory bail is allowed. In the event of surrender/arrest of the Petitioner, named above, within six weeks from today in connection with **Patliputra P.S. Case No.371 of 2017**, he shall be released on anticipatory bail on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the **Sub Judge-XII-cum-Additional Chief Judicial Magistrate, Patna**, subject to the conditions as laid down under Section 438(2) Cr. P. C. with further conditions: (1) bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) Petitioner shall cooperate in the trial and shall be present on each and every date fixed by the court and his absence on two consecutive dates without proper and reasonable reason



will be liable to cancel his bail bond and (3) if Petitioner tampers with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the Petitioner.

**JA/-
Rohit Kr.**

(Sanjay Priya, J)

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