

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.15558 of 2018

Arising Out of .Case No. -1450 Year- 2017 - PATNA COMPLAINT CASE District -
PATNA

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1. Yashoda Devi Wife of late Niranjan Singh
2. Ranjit Kumar Son of late Niranjan Singh Resident of Village- Thutipur,
Police Station- Parsa Bazar, District- Patna.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Manoj Kumar Son of Sri Jawahar Lal Singh Resident of Village- Simra,
P.O. and P.S. Parsa Bazar, District- Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Prashant Kumar
For the State : Mr. Sanjay Kumar Sharma
For the complainant : Mr. Mahesh Prasad-II

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR

JHA

ORAL ORDER

3 17-05-2018 Heard the learned counsel for the petitioners, the
learned counsel for the complainant and the learned A.P.P.

The petitioners apprehend their arrest in Complaint
case No. 1450(c) of 2017 under Section 406, 420 of the Indian
Penal Code and under Section 138 of N.I. Act.

The complainant alleged that Ranjit Kumar,
petitioner No.2, entered into an agreement to sale a piece of land
of survey plot No. 161/235, Tauzi No. 5222, Khata No. 27. Ranjit
Kumar also agreed, which would appear from internal page 3 of
agreement to sale, that if Ramdhani Singh @ Ramdhari Singh
would not execute sale deed in favour of Ranjit Kumar he will get
the land of plot No. 479 standing in the name of his mother
transferred in the name of complainant. It is further alleged that
mother of Ranjit Kumar executed a sale deed on 25.01.2016 in



favour of Sharda Devi with regard to plot No. 479 but Ranjit Kumar concealed this fact. It is further alleged that when this fact was brought to the notice of Ranjit Kumar he issued cheque for repayment of the part consideration amount but the cheque was dishonoured.

The learned counsel for the petitioners submits that Ranjit Kumar entered into an agreement to execute the sale deed with regard to plot No. 161/235, Tauzi No. 5222, Khata No.27. Ranjit Kumar is ready to execute the sale deed with regard to the said land. It is further submitted that petitioners did not conceal any fact from the complainant. Ranjit Kumar stated that if Ramdhani Singh @ Ramdhari Singh refused to execute the sale deed in his favour he would get the land standing in the name of his mother transferred to the complainant. It is further submitted that Ranjit Kumar is ready to return Rs. 6 lacs to the complainant.

On the other hand, the learned counsel for the complainant submits that Ranjit Kumar was a witness of the sale deed executed by his mother on 25.01.2016 prior to execution of deed of agreement to sale and Ranjit Kumar concealed this fact in order to cheat the complainant. Ranjit Kumar issued cheque for repayment of consideration amount but the same was dishonoured.

Having considered the facts that it is a case of breach of contract between two sides and Ranjit Kumar, petitioner No.2, is ready to return the entire amount of Rs. 6 lacs within two months from the date of his release through demand draft or bank draft, the petitioners, above named, in the event of their arrest or surrender before the learned court below within a period of four weeks from the date of receipt/ production of a copy of this order are directed to be enlarged on bail on furnishing bail bond of Rs.



10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-XIII, Patna in connection with Complaint case No. 1450(c) of 2017, subject to conditions as laid down under Section 438(2) of the Code of Criminal Procedure with further condition that if petitioner No.2 fails to pay Rs. 6 lacs to the complainant through bank draft or demand draft within two months from the date of his release, the learned court below shall cancel the bail bonds of the petitioners immediately thereafter.

(Prabhat Kumar Jha, J)

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