

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.30272 of 2018

Arising Out of PS. Case No.-611 Year-2017 Thana- PATNA COMPLAINT CASE District- Patna

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1. Kanti Devi, Wife of Ramashish Prasad,
 2. Ramashish Prasad, Son of Late Prasadi Prasad,
 3. Pravin Kumar @ Praveen Kumar, Son of Ramashish Prasad, All resident of Village- Amraura, Police Station- Chandi, District- Nalanda at present residing at Village- Anand Inqualab B- Block, Jyotish Road, Police Station- Ram Krishna Nagar, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Bindeshwar Prasad, Son of Late Devnandan Singh, Resident of Mohalla- Sorangpur Devi Asthan, Police Station- Ramkrishna Nagar, District- Patna.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Anil Kumar Singh, Advocate
For the Opposite Party no. 2	:	Mr. Bindeshwar Prasad, Advocate
For the State	:	Smt. Madhuri Lata, APP

CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA

ORAL ORDER

3 28-06-2018 Heard learned counsel for the petitioners, learned counsel for the opposite party no.2 and the State.

The petitioners apprehend arrest in Connection with Complaint Case No. 611-C of 2017 instituted for the offence under Sections 120,406,420,323,467,468/34 of the IPC.

Learned counsel for the petitioners submits that he has received an amount of Rs. 1,00,001/- by cheque at the time of sale agreement with the complainant for the sale of land. He is ready to execute sale deed after receiving the total consideration money of Rs. 30,51,000/- from the complainant.

Learned counsel for the opposite party no. 2 has appeared and submitted that he has paid an amount of Rs.



1,00,001/- by cheque and also paid cash of Rs. 25,00,000/-. He is ready to pay remaining amount of Rs. 4,51,000/-.

Learned counsel for the petitioner submits that in the said agreement paper Rs. 25,00,000/- in cash has been written subsequently by the complainant. In the xerox copy of the deed of agreement, which is available with him, there is no mention that complainant has made payment of Rs. 25,00,000/- in cash to the petitioner.

From perusal of Annexure-2 as enclosed with this petition and original copy of agreement of sale which was produced by opposite party no. 2, during hearing of bail petition, this court find that there is difference in both the documents, with regard to payment of amount.

In such circumstances, this court is of the view that for such disputed question of facts, civil remedy is available to the complainant (opposite party no.2).

Therefore, prayer for anticipatory bail of petitioner is allowed and it is ordered that the petitioners, named above, in the event of their arrest or surrender in the court below within six weeks from the date of receipt/production of copy of this order, shall be released on bail on furnishing bail bonds of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each in connection with Complaint Case No. 611-C of 2017 to the satisfaction of learned Additional Chief Judicial



Magistrate, Patna subject to conditions as laid down u/S 438 (2) of the Cr. P.C. with further conditions (1) (bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) petitioners shall cooperate in the trial and shall be present on each and every dated fixed by the court and absence on two consecutive dates without proper and reasonable reason, will automatically cancel bail bonds of the petitioners and (3) if the petitioners 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 petitioners.

(Sanjay Priya, J)

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