

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.4575 of 2018

Arising Out of PS.Case No. -49 Year- 2017 Thana -NIYAMCHANDPUR District- BEGUSARAI

=====

Ashutosh Kumar Singh @ Ashutosh Kumar, Son of Krishan Kumar Singh,
R/o Ghataro, P.S.- Kutraha, Vaishali at present, R/o Chandpura, P.S.-
Neema Chandpura, District- Begusarai.

.... Petitioner/s

Versus

The State of Bihar.

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Chandan Kumar Kashyap, Advocate
For the informant : Mr. Kaushal Kumar Singh, Advocate.
Mr. Niraj Kumar, Advocate.
For the Opposite Party/s : Smt Renu Kumari, A.P.P.

=====

CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

4 04-04-2018

Heard learned counsel for the petitioner and the State.

The petitioner apprehends his arrest in
Nimachandpura P.S. Case No. 49 of 2017 instituted for the
offence under Sections 420 and 406/34 of the Indian Penal Code.

The allegation against the petitioner is that he
executed *Sudhbharna* agreement after getting loan of
Rs.5,50,000/- from the informant on 15.08.2014. The informant
learnt that the land which was given to him for cultivation was
sold by the petitioner in collusion with other accused persons. The
informant inquired about the same, then learnt that land with
Khata and Khesra number as mentioned in *Sudhbharna*
agreement, does not belong to the petitioner. The informant made



request with the petitioner to return money but he refused to do so.

Learned counsel for the petitioner has submitted that one agreement to sale was entered into between the informant and the petitioner which is Annexure-2 of the petition wherein some plots which are mentioned in *Sudhbharna* has also been mentioned. In terms of aforesaid agreement he received certain advance amounts and in lieu of such payment, he has already executed sale deed in favour of wife of informant vide Annexure-3, on 16.09.2018. In that sale deed also some of the lands which are mentioned in *Sudhbharna* agreement are mentioned. Learned counsel for the petitioner has submitted that he has already executed sale deed in favour of the informant with respect to land for which he has entered into agreement.

Learned counsel for the informant has appeared and submitted that the land mentioned in *Sudhbharna* agreement is totally different from the land which is mentioned in the agreement for sale as well as sale deed.

This Court is of the view that it is matter of purely civil dispute.

Considering the facts and circumstances of the case, prayer for anticipatory bail of the petitioner is allowed. In the event of surrender/arrest of the petitioner, named above, within



six weeks from today, in connection with **Nimachandpura P.S. Case No. 49 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 **learned Chief Judicial Magistrate, Begusarai**, 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.

(Sanjay Priya, J)

S.Ali/-

U		T	
---	--	---	--

