

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.29397 of 2019**

Arising Out of PS. Case No.-1651 Year-2018 Thana- PURNIA COMPLAINT CASE District-  
Purnia

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1. NUTAN KUMARI Wife of Pankaj Kumar Nirala
2. Pankaj Kumar Nirala Son of Ganesh Prasad Mahto @ Ganesh Prasad  
Both R/o Shanti Nagar, South of NH 107 Madhubani, P.S.- K.Hat,  
(Madhubani), District- Purnea.
- ... .. Petitioner/s
- Versus
1. The State of Bihar
2. Geeta Devi Wife of Ashok Kumar Das R/o Village- Amla Tola, Shanti  
Nagar, Ward No. 3, P.S.- K.Hat (Madhubani), District- Purnea.

... .. Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr. N.K.Agrawal  
Mr.Dr. Bidhu Ranjan

For the Opposite Party/s : Mr.Pawan Kumar Chaurasia  
Mr. Chandra Shekhar Anand

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**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA**  
**ORAL ORDER**

2      03-05-2019                      Heard learned counsel for the petitioners, learned  
counsel for the informant and learned A.P.P.

The petitioners apprehend their arrest in Complaint  
Case No.1651 of 2018 registered under Sections 406, 420, 467  
and 468 of the Indian Penal Code.

The complainant alleged in sum and substance that  
both the petitioners-husband and wife gave proposal to purchase  
a piece of land of Khesra No.2753, Khata No.105, area 10  
decimals at the rate of Rs.4,11,000/- per katha and received  
Rs.19,72,800/- through different modes. The complainant also



gave Rs.1,00,000/- to meet the expenses of registration and spent Rs.35,000/- for filling soil on the land.

The learned counsel for the petitioner submits that the petitioners of course received money from R.T.G.S. and other modes but the money was paid to the petitioners in lieu of payment of loan. The petitioners never agreed to sell a piece of land in favour of the complainant. The land does not belong to the petitioners. It is further submitted that complainant had acknowledged the receipt of borrowed money from the petitioners and the petitioners received money in lieu of the loan. Hence, petitioner deserves anticipatory bail but the learned counsel for the complainant vehemently opposed the prayer for bail and submitted that complainant never borrowed any money from the petitioners. The agreement is forged and fabricated. The signature of the complainant is forged on the agreement(Annexure-2). It is further submitted that payment of consideration amount was made through R.T.G.S. from the account of the complainant to the account of the petitioners.

It appears that there was an oral agreement between the petitioners and the complainant for purchase of a piece of land and the complainant claimed that he made payment of consideration amount to the petitioners but the petitioners



claimed that he received money from the complainant in lieu of the money borrowed earlier.

Taking into consideration the facts aforesaid and the nature of allegation made against the petitioners and the fact that dispute is of civil nature and even if there is a breach of contract for that the proper remedy would be a suit, let the petitioners, above named, in the event of their arrest or surrender before the court below within a period of four weeks from the date of receipt of the order, be released on bail on furnishing bail bond of Rs.10,000/-(Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned Chief Judicial Magistrate, Purnea in connection with Complaint Case No.1651 of 2018, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

**(Prabhat Kumar Jha, J)**

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