

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.29324 of 2019

Arising Out of PS. Case No.-324 Year-2018 Thana- SAHPUR District- Patna

PINTU KUMAR Son of Late Mangal Rai Resident of Village - New
Tarachak, P.S.- Danapur, District- Patna

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Akhauri Kamal Kishore Sahay
For the Opposite Party/s : Mr.Umesh Lal Verma

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

6 27-09-2019 Heard both sides.

The petitioner apprehends his arrest in Shahpur P.S.
Case No.324 of 2018 registered under Sections 406, 420, 467,
468, 471, 341, 323, 504, 384, 506, 120(B) of the Indian Penal
Code.

The gist of the allegation made by the informant
against the petitioner is that on 18.03.2017, one Bijendra Kumar
Rai called him that a plot was to be sold. On 22.03.2017, the
informant went to see the plot in question and wanted to
purchase the same. The informant met Bijendra Kumar Rai at
his house situated in Chandmari where Pintu Kumar(the
petitioner) was also present. Bijendra Kumar Rai introduced the
petitioner as his partner and stated that both are doing business
of purchasing and selling land. An agreement was executed to



purchase the land of 40.5 decimals at the rate of 16.51 lacs per katha. After perusing the documents of land, the informant gave Rs.30.5 lacs through cheques of the company and Rs.8 lacs through cash to Pintu Kumar and Rs.20.5 lacs through six cheques and Rs.8.51 lacs through cash to Bijendra Kumar Rai. Altogether informant paid Rs.68.1 lacs to Bijendra Kumar Rai and Pintu Kumar(petitioner). The informant also handed over some blank cheques but the petitioner and his partner Bijendra Kumar Rai did not execute the sale deed on the agreed date and when they were contacted the petitioner and his partner, they threatened the informant of dire consequences.

The learned counsel for the petitioner submits that the petitioner has falsely been implicated in the case. Kunti Devi was the owner of the land in question. Kunti Devi executed the sale deed in favour of Meenakshi Planners and Construction Private Ltd., the company of the informant on 22.06.2017 but the informant did not pay the remaining amount and for that the petitioner filed Money Suit No.12 of 2019 in the Court of Sub Judge I, Danapur, Patna. The dispute is purely of civil nature and thus, petitioner deserves anticipatory bail but the learned counsel for the informant as well as learned A.P.P. while opposing the prayer for anticipatory bail submit that the



petitioner received Rs.38.5 lacs out of which Rs.30.5 lacs was paid to the petitioner through cheques of the company but the petitioner and his partner did not execute the sale deed. Kunti Devi executed the sale deed in favour of the informant after taking the entire consideration amount but the petitioner and his partner cheated the informant and swallowed the entire amount amounting to Rs.68.1 lacs given to the petitioner and his partner for execution of the sale deed.

It appears that when the informant contacted the petitioner for purchase of land, the petitioner and his partner assured to execute the sale deed after showing the date of agreement to sale standing in their names on such, the informant paid more than Rs.50 lacs through different cheques to the petitioner and his partner and also paid more than Rs.16 lacs through cash to the petitioner and his partner. The petitioner never executed any sale deed nor returned the money received by him through cheque and cash. The sale deed annexed as Annexure-5 shows that Mrs. Kunti Devi, daughter of Late Shyam Narayan Singh executed the sale deed in favour of Meenakshi Planners and Construction Private Ltd. on 22.06.2017 after receiving entire consideration money and the sale deed does not contain any recitals that money received by



the petitioner and his partner was adjusted towards the consideration money paid to the land owner.

Taking into consideration the facts aforesaid and the fact that the petitioner is alleged to have on the pretext of executing sale deed on the basis of an agreement to sale in his favour persuaded the informant to pay Rs.68.1 lacs to him and his partner through cheques and cash but neither the sale deed was executed nor money was returned, I am not inclined to enlarge the petitioner on anticipatory bail. Accordingly, the same is rejected.

(Prabhat Kumar Jha, J)

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