

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.33453 of 2019

Arising Out of PS. Case No.-290 Year-2018 Thana- KHUSRUPUR District- Patna

1. Kamla Singh @ Jagat Narayan Singh @ Jagat Narayan Sharma, Aged about 57 years, Male, Son of Late Ram Lakhan Singh, Resident of Deshratna Path, Vijay Nagar, Hanuman Nagar, P.S.- Patrakar Nagar, District- Patna.
2. Kundan Kumar, Aged about 34 years, Male, Son of Jagat Narayan Sharma @ Kamla Singh Resident of Deshratna Path, Vijay Nagar, Hanuman Nagar, P.S.- Patrakar Nagar, District- Patna.
3. Avinash Kumar, Aged about 32 years, Male, Son of Late Tapeswar Sharma Resident of Deshratna Path, Vijay Nagar, Hanuman Nagar, P.S.- Patrakar Nagar, District- Patna.
4. Golu Kumar @ Rajesh Kumar, Aged about 25 years, Male, Son of Nunu Sharma Resident of Village- Konch, P.S.- Konch, District- Gaya.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Sanjay Kumar

For the Opposite Party/s : Mr.Shyameswar Dayal

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

2 21-05-2019 Heard both sides.

Petitioners apprehend their arrest in Khusrupur P.S.

Case No.290 of 2018, registered under Sections 323, 406, 420, 120(B), 467, 468, 392 and 504 of the Indian Penal Code and 27 of the Arms Act.

The complainant alleged that he agreed to purchase a piece of land measuring 1½ kathas of land on consideration of Rs.1,85,00,000/-. The deed of agreement to sell was prepared on 05.06.2017 and the complainant paid Rs.26,50,000/- either by



cash or through cheque to Kamla Singh. Kamla Singh and Kundan Kumar acknowledged the receipt and agreed to execute the sale deed within five months. The complainant altogether paid Rs.1,39,50,000/- but the petitioner no.1 did not execute the sale deed and dishonestly made one excuse or the other to avoid the execution of the sale deed. The complainant later on knew that Kamla Singh had taken two loans from LIC on the aforesaid land and building. It is further alleged that when the complainant went to the house of the petitioners, they agreed to settle the disputes. Later on the accused persons threatened to kill the complainant and snatched Rs.3,00,000/- and also snatched the briefcase containing the documents of Fatuha P.S. Case No.480 of 2017, Gardanibagh P.S. Case No.311 of 1999, Title Suit No.530 of 2018, Misc. Case No.579 of 2018, Title Suit No.446 of 2018 and Complaint Case No.1101 of 2018.

Learned counsel for the petitioners submits that the complainant did not get the sale deed registered after paying the entire consideration amount within stipulated period. Petitioners are still ready to repay the entire amount. The complainant has already filed Title Suit No.446 of 2018 for specific performance of contract against the petitioners but thereafter the complainant-informant filed this case concocting story of



assault and snatching money and other documents.

Learned counsel for the informant vehemently opposed the prayer for anticipatory bail and submitted that after institution of the sale deed, the petitioners assaulted the informant, snatched money and other documents from his possession at the point of pistol. The petitioners are not ready to return the money. On perusal of the complaint, which is the basis of the FIR, it appears that there is agreement to sell 1½ kathas of land on consideration of Rs.1,85,00,000/-. The deed of agreement to sell was executed and the informant agreed to pay the remaining amount within five months and get the sale deed executed. Thereafter when the sale deed was not executed, the informant has already filed Title Suit No.446 of 2018 for specific performance of contract showing his willingness and readiness to purchase the land. Thereafter the present criminal case has been lodged.

Considering the facts that the dispute appears on the face to be of civil nature and the present criminal case is offshoot of the civil case, let 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 this order, be enlarged on bail on furnishing bail bond of Rs.10,000/- (ten



thousand) each with two sureties of the like amount each to the satisfaction of the learned A.C.J.M.-VI, Patna City in connection with Khusrupur P.S. Case No.290 of 2018, subject to the conditions laid down under Section 438(2) Cr.P.C.

(Prabhat Kumar Jha, J)

S.KUMAR/-

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