

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43352 of 2019

Arising Out of PS. Case No.-317 Year-2018 Thana- BIHTA District- Patna

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DILIP KUMAR(Male), aged about 31 years, Son of Parash Prasad @ Parash Rai Resident of Madhopur, P.S.- Bihta, District- Patna.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Gajanan Mishra

For the Opposite Party/s : Mr.Arun Kumar Pandey

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

2 16-07-2019 Heard both sides.

The petitioner apprehends his arrest in Bihta P.S. Case No.317 of 2018 registered under Sections 420, 406, 120(B) of the Indian Penal Code.

The informant alleged that the petitioner and his wife, Prabha Devi entered into an agreement to sell a property of Plot Nos.552, 244, 460, 186, 361, 338, 414, 404, 264, area 24 ½ decimals at the rate of Rs.23,50,000/- per katha. The informant paid Rs.23 lacs in cash to the petitioner but later on, petitioner did not return the money. The wife of the petitioner is said to have issued a cheque of Rs.18 lacs although in complaint petition, Rs.18,000/- has been stated in word. It is further submitted that petitioner also issued a cheque of Rs.50,000/- in the name of Dablu Kumar as stated in the complaint petition.



The learned counsel for the petitioner submits that the petitioner never entered into any agreement to sell the property with the informant. The son of the informant was driver of the petitioner. Wife of the petitioner used to issue cheque for payment of installment of the car and the son of the informant made interpolation in the cheque. It is further submitted that Prabha Devi, wife of the petitioner, who is said to have issued a cheque of Rs.18 lacs in favour of the informant, has already been granted anticipatory bail by order dated 18.12.2018 passed in Cr. Misc. No.75059 of 2018. On the face of allegation, the dispute is of civil nature. Had there been any agreement violation of its terms gives rise to civil disputes and for that the informant may file suit for specific performance of contract.

Learned A.P.P. and the learned counsel for the informant vehemently opposed the prayer for anticipatory bail and submitted that due to mistake, in place of Rs.18 lacs, Rs.18,000/- has been written in word in the complaint petition. Similarly in place of Bablu Kumar, Dablu Kumar has been written in the complaint petition. Petitioner issued a cheque of Rs.50,000/- in favour of son of the informant who is also a witness of the complaint petition on the basis of which the present F.I.R. was registered.



It appears from the facts that the informant alleged to have entered into an agreement with the petitioner to sell 24 ½ decimals of land but payment is made through cash which is denied by the petitioner. Wife of the petitioner is said to have issued a cheque of Rs.18 lacs in favour of the informant and wife has already been enlarged on anticipatory bail by a co-ordinate Bench of this Court.

Taking into consideration the fact that dispute appears to be of civil nature, let the petitioner, above named, in the event of his 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) with two sureties of the like amount each to the satisfaction of the learned A.C.J.M. 1st Danapur, Patna in connection with Bihta P.S. Case No.317 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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