

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.57731 of 2018

Arising Out of PS. Case No.-66 Year-2016 Thana- NAWADAH COMPLAINT CASE
District- Nawada

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1. Ashok Kumar, S/o Late Bindeshwari Singh, Resident of Village- Repura, P.S.- Sitamarhi, District- Nawadah, presently residing at Bakarganj Bajaja, Opposite Anand Bhawan, P.S.- Pirbahore, District- Patna.
 2. Upendra Singh, S/o Late Bindeshwari Singh, Resident of Village- Repura, P.S.- Sitamarhi, District- Nawadah, Presently residing at C/o Man Singh, Makhan Lane, East Mainpura, P.S.- Patliputra, District- Patna.

... .. Petitioners

Versus

1. State Of Bihar
2. Sharvan Kumar, S/o Sri Umesh Prasad, Resident of Village- Repura, P.S.- Sitamarhi, District- Nawadah.

... .. Opposite Parties

Appearance :

For the Petitioner/s : Mr. Ritesh Kumar
For the Opposite Party/s : Mr. Mithilesh Kumar Khare

CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR MISHRA

ORAL ORDER

3 01-02-2019 Heard learned counsel for the petitioners and the learned A.P.P. for the State.

The petitioners apprehend their arrest in connection with Complaint Case no. 66 of 2016, registered under Sections 323, 420, 406, 467, 468 and 504 of the Indian Penal Code.

The accusation is that complainant Sharvan Kumar entered into an agreement with the petitioners to purchase of two acre and seven decimal of land on 19.06.2015 on payment of Rs. 33,00,000/-, accordingly, agreement to sale was drafted and on stamp paper of Rs.1000/- on which Kishori Prasad



Singh, Ajeet Kumar and Dinanath Shanker put their signature as witnesses. From 13.07.2015 to 08.08.2015, complainant paid Rs. 21,15,000/- to the petitioner No.1. Ashok Kumar, after selling the lands situated in his village, and approached the petitioners to execute the sale deed within a period as detailed in the agreement, the petitioners did not execute sale deed. Later on, complainant made several requests to the petitioners, but they are not ready to execute the sale deed nor returned the above stated money.

Learned counsel for the petitioners submits that, admittedly, agreement to sale was executed by the petitioners for selling of 58.75 decimal on consideration amount of Rs. 33 Lakhs and Rs. 21,15,000/- was paid by the complainant to the petitioner, but when both petitioners reached near the complainant to execute the sale deed then petitioners found that complainant have changed two page of the agreement to sale detailing more area as 2.7 acres. Thereafter petitioners refused to execute the sale deed. Moreover, the complainant has filed Title Suit No. 94 of 2017 in the Court of Civil Judge, Senior Division, Nawada for specific performance of contract against the petitioners, which is pending for disposal.

Having regard to the facts and circumstances of the



case, let the above named petitioners, be released on bail, in the event of their arrest or surrender before the learned Court below within a period of four weeks from today, 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-II, Nawada in connection with Complaint Case No. 66 of 2016, subject to the condition as laid down under Section 438 (2) of the Cr.P.C.

(Rajendra Kumar Mishra, J)

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