

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65852 of 2019

Arising Out of PS. Case No.-2091 Year-2017 Thana- MUZFFARPUR COMPLAINT CASE
District- Muzaffarpur

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1. MASUD HASAN Son of Late Md. Raza Resident of Royal Residency, Dargah Road, Patthar Masjid, Mahendru, Sampatchak, P.S.- Alamganj (Sultanganj)
 2. Arman Raza Son of Masud Hasan Resident of Royal Residency, Dargah Road, Patthar Masjid, Mahendru, Sampatchak, P.S.- Alamganj (Sultanganj), District- Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Bhola Nath Singh son of Sheojee Singh, R/o Chhatauni Bazar, New Gumla, P.S. Chhatauni, Distt. East Champaran (Motihari)

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Rohit Mishra
For the Opposite Party/s : Mr.Madhura Nand Jha

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

2 21-10-2019 Heard both sides.

Petitioners apprehend their arrest in Complaint Case No.2091 of 2017 for the offences allegedly committed by the petitioners under Sections 406, 420 and 468 of the Indian Penal Code.

The complainant alleged that the petitioners entered into an agreement to sell a piece of land on payment of consideration of Rs.15 lacs. Out of Rs.15 lacs the complainant paid Rs.4,40,000/- through RTGS in the account of petitioner no.1. It is further alleged that Rs.9,60,000/- was paid to the



petitioners in cash and both petitioners acknowledged the receipt of Rs.9,60,000/- and put their signatures.

Learned counsel for the petitioners submits that the petitioners received only Rs.4,40,000/-. The petitioners did not receive any further amount. It is submitted that there is no case of cheating. Petitioners are admitting that they entered into an agreement with the complainant but the complainant never paid any remaining consideration amount. Therefore, the petitioners did not execute sale deed. It is further submitted that the complainant paid Rs.9,60,000/- to the mediator, namely, Md. Mahmood but no chit of paper is shown that Md. Mahmood paid the remaining consideration amount to the petitioners.

On the other hand, the learned counsel for the complainant and learned A.P.P. opposed the prayer for anticipatory bail of the petitioners and submit that the complainant paid Rs.9,60,000/- to Md. Mahmood, who is mediator between the petitioners and the complainant. The complainant also produced a chit of paper showing that Md. Mahmood received Rs.9,60,000/- for payment to the petitioners but no chit of paper is produced to show that Md. Mahmood paid the remaining consideration amount to the petitioners.

From perusal of the F.I.R., it appears that the dispute



is purely of civil nature. If there is any violation of the terms and conditions of the agreement, the complainant has got civil remedy by way of filing suit for specific performance of contract.

Having considered the facts aforesaid, the above named petitioners, in the event of their arrest or surrender before the learned court below within a period of four weeks from the date of receipt/production of a copy of this order, are directed to be enlarged on bail on furnishing bail bonds of Rs.10,000/- (Ten thousand) each with two sureties of the like amount each to the satisfaction of learned C.J.M., Muzaffarpur in connection with Complaint Case No.2091 of 2017, 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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