

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.71591 of 2019

Arising Out of PS. Case No.-67 Year-2019 Thana- MURAR District- Buxar

-
1. Saroj Kumar, S/o Baban Singh R/o village- Mashariya, P.S.- Murar, Distt.- Buxar
 2. Manoj Kumar @ Manoj Kumar Singh, S/o Baban Singh R/o village- Mashariya, P.S.- Murar, Distt.- Buxar

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Dr. Kamal Deo Sharma

For the Opposite Party/s : Mr.Aditya Narayan Singh.1

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 18-12-2019 Heard learned counsel for the petitioners and learned
counsel appearing on behalf of the State.

Petitioners apprehend their arrest in connection with Murar P.S. Case No.67 of 2019, registered for the offences punishable under Sections 406, 420, 467, 468, 471, 120(B) of the Indian Penal Code.

The allegation against the petitioners as per the First Information Report lodged by one Upendra Singh that in January, 2017 petitioners approached the informant and induced him to pay a sum of Rs. 6 lakh for purchase of tractor and assured him that income arising out of the tractor shall be distributed half and half. It has further been alleged that an



agreement dated 22.09.2018 has been executed between petitioner No.1 and the informant. But the petitioners did not adhere to the terms of the agreement and breached the contractual obligation arising out of the contract.

Mr. Dr. Kamaldeo Sharma, learned counsel for the petitioners submits that the petitioners have falsely been implicated in this case inasmuch as petitioner No.2 is not the signatory of the alleged agreement, however, the petitioner No.2 has lodged a complaint against the informant that the agreement entered into between the petitioner No.1 and the informant is forged and fabricated document. Learned counsel further submits that upon bare perusal of the First Information Report, the present case comes under breach of contract inasmuch as the allegation is that the petitioners did not fulfill the terms of the agreement, which gives rise to a civil dispute.

Having regard to the submissions made by the parties and taking into consideration the fact that the dispute between the parties arises out of an allegation of not adhering to the terms of the contract and not paying the share of profit to the informant by the petitioners, I am inclined to grant anticipatory bail to both the petitioners.

Accordingly, both the petitioners, above named, are



directed to surrender before the learned Court below within a period of four weeks from today and in the event of surrender by them, they shall be released on anticipatory bail by the Court below upon furnishing bail bond of Rs.10,000/- (Ten thousand) each with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Buxar, in connection with Murar P.S. Case No.67 of 2019, subject to the conditions as mentioned under Section 438 (2) of Cr.P.C.

(Anil Kumar Sinha, J)

sanjeev/-

U		T	
---	--	---	--

