

HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 1326 of 2019**

- Bhagwat Deewan S/o M. D. Deewan Aged About 42 Years R/o N.F. 256, C.S.E.B. Colony, Korba East, District- Korba, Chhattisgarh.

---- Applicant**Versus**

- State of Chhattisgarh Through The Station House Officer, Police Chowki Rampur, P.S. Kotwali, District- Korba, Chhattisgarh.

---- Respondent

For Applicant : Shri N. S. Dhurandhar, Advocate.

For Respondent/State : Shri Alok Nigam, G.A.

Hon'ble Shri Justice Arvind Singh Chandel**Order On Board****17/10/2019**

1. The Applicant has preferred this first bail application under Section 438 of Cr.P.C. for apprehending his arrest in connection with Crime No. 436/2019 registered at Police Chowki – Rampur, P.S. - Kotwali, District – Korba, (C.G.) for the offence punishable under Section 420 of Indian Penal Code.
2. As per the prosecution story Complainant Prashant Singh lodged a report in the police station to the effect that present Applicant was known to the him and through him, he has purchased land on various occasions. Hence, having faith on Applicant, Complainant has purchased the land situated at village Chitapali and Chhuiya to the extent of five acres and one and half acres. It is further alleged that in that respect, an agreement has been signed by the present Applicant on 05.03.2015. The duration of the agreement expired in the period of three years, but the land agreed was not sold in the name of

complainant and the amount of Rs. 6,30,000/- which was paid to the Applicant was also not returned by the Applicant. On the basis of the above background, offence has been registered.

3. Learned Counsel appearing for the Applicant submits that the Applicant is innocent and has been falsely implicated in the present case. He further submits that Applicant is an Advocate and both Applicant and Complainant were well-known to each other from past and due to that Complainant took signature in a blank 50 rupees stamp paper and later on Complainant got typed a forged agreement on that stamp paper. The land in question against which agreement has been made is owned by someone else and therefore, agreement in this regard appears to be suspicious. Applicant being an Advocate would give whole consideration amount within three years, also seems to be suspicious. If the entire story is taken as it is, the case seems to be of civil nature. It is further submitted that agreement was signed in the year 2015 and after a gap of four years, F.I.R. has been lodged. Therefore, *prima facie*, no case is made out against the present Applicant. Looking to the above, Applicant may be granted the benefit of anticipatory bail.
4. Learned Counsel appearing for the State opposes the bail application.
5. I have heard learned Counsel appearing for the parties and perused the material available with due care.
6. Taking into consideration the submissions put-forth on behalf of the parties and further considering the facts and circumstances of the case, without further commenting on other merits of the case, I am inclined to extend the benefit of anticipatory bail to the present Applicant.
7. Accordingly, the bail application is allowed.
8. It is directed that in the event of arrest of the Applicant in connection with the aforesaid crime, he shall be released on anticipatory bail on furnishing a personal bond in the sum of Rs. 20,000/- with one solvent

surety for the like sum to the satisfaction of the Arresting Officer/Presiding Officer of the concerned trial Court. He shall also abide by all the following terms and conditions :

- (i) He shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such fact to the Court,
- (ii) He shall not act in any manner which will be prejudicial to fair and expeditious trial, and
- (iii) He shall appear before the trial Court on each and every date given to him by the said Court till disposal of the trial.

Sd/-
(Arvind Singh Chandel)
Judge