

HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 1517 of 2019**

- Neeraj Chandrakar S/o Shri Nandlal Chandrakar Aged About 45 Years R/o Nearby Shitla Mandir, Bhatapara, Tatibandh, Police Station Amanaka, Raipur, District Raipur, Chhattisgarh.

---- Applicant**Versus**

- State Of Chhattisgarh Through Police Station Devendra Nagar Raipur, District – Raipur, Chhattisgarh

---- Respondent

For Applicant	: Shri H. B. Agrawal and Ms. Richa Dwivedi, Advocates.
For Respondent/State	: Shri Alok Nigam, G.A.

Hon'ble Shri Justice Arvind Singh Chandel**Order On Board****05/12/2019**

1. The applicant has preferred this first bail application under Section 438 of Cr.P.C. for apprehending arrest in connection with Crime No. 149/2019 registered at Police Station Devendra Nagar, Raipur, District – Raipur, (C.G.) for the offence punishable under Sections 420 of I.P.C.
2. In the present case, on 27.08.2019 complainant Vijay Dhadiwal lodged an F.I.R. with the averments that present applicant is having his ancestral's property of total 90 acres land and out of that, for 47.87 acres land, an agreement to sale was executed between applicant and complainant on 20.07.2012 in consideration amount of Rs.

86,00,000/- per acre and for that applicant took advance of Rs. 51,00,000/- through cheques. In the said agreement to sale, it is mentioned that if the said land is not registered, then, applicant will register his another land situated in Village Janjgiri, District Durg, in the name of the complainant. But the registry of the said land was not done in favour of complainant nor applicant returned the money to the complainant, thereby applicant committed cheating.

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, *prima facie*, no criminal case is made against present applicant. The said agreement to sale was executed in the year 2012 and report has been made in the year 2019. He also submits that, present case is of civil nature. Complainant should have filed civil suit in case, agreement is not executed, instead of that, complainant has reported the matter before police. Looking to the above, it is prayed that applicant may be granted 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, considering the facts and circumstances of the case, evidence collected by the prosecution and particularly considering the fact that said agreement to sale was executed in the year 2012 and report has

been made in the year 2019, and present case seems to be of civil nature, therefore, 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