

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.13006 of 2020**

Arising Out of PS. Case No.-518 Year-2019 Thana- DARBHANGA SADAR District-  
Darbhanga

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RAMESH CHOUDHARY @ RAMESH CHAUDHARY @ RAMESH  
CHAUDHARY S/o Late Chandra Narayan Choudhary @ Chandranarayan  
Chaudhary Resident of Village- Bhalpatti, Darbhanga, P.S.- Sadar, Distt-  
Darbhanga. ... .. Petitioner/s

Versus

The State of Bihar ... .. Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr.Nityanand Jha

For the Opposite Party/s : Mr.Nawal Kishore Prasad

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**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH**  
**ORAL ORDER**

2      04-03-2020                      Heard learned counsel for the parties.

The petitioner apprehends his arrest in Sadar  
(Bhalpatti O.P.) P.S. Case No 518 of 2019 Registered for the  
offences under sections 420, 406, 467, 468, 471, 506 and 360 of  
the Indian Penal Code.

The prosecution case is that, in the year 1990, the  
petitioner approached the informant and showed him a  
document written in Kaithi language. He represented that the  
said document was the document of ownership in relation to the  
lands appertaining to khata 635 (old) plot number 2511(old)  
corresponding to new khata 750 and plot no. 4883. The  
petitioner expressed his desire to sell the aforesaid land to the  
informant. When the informant told him that he was not aware  
of Kaithi language then the petitioner assured him to produce  
before him the Hindi translation of the aforesaid document.



After negotiation, the deal was clinched and the informant, believing the representation made by the petitioner, agreed to purchase the aforesaid lands for a total consideration amount of Rs. 6, 50,000/-. The further case of the prosecution is that the informant relying upon the document showed to him by the petitioner, paid a sum of Rs. 6,50,000/- to the petitioner. When the informant insisted on execution of a document of sale deed with respect to the aforesaid land in his favour, the petitioner avoided on one pretext or the other. Upon social pressure the petitioner executed a document of agreement in favour of the informant and asked for a further amount of Rs. 7 lacs for the purpose of raising a boundary over the aforesaid land and delivering possession to the informant. It has been further alleged by the prosecution that the informant again paid a sum of Rs. 7 lacs to the petitioner and thereafter possession over the said land was delivered to the informant. After sometime some dispute arose in respect of the aforesaid land. It was discovered by the informant that the lands in respect of which a document of agreement was executed by the petitioner, did not belong to the petitioner rather it belonged to a Trust. The petitioner had no right to sell or alienate the lands in question. It has been further alleged that the petitioner deceived the informant by making



false representation and showing to him a forged document on the basis of which the informant paid to the petitioner a total sum of Rs. 13,50,000/-.

It is submitted on behalf of the petitioner that he has falsely been implicated in this case and no cheating has been done by the petitioner. It is further submitted that deed of agreement does not bear the signature of this petitioner. He has got clean antecedent.

Considering the aforesaid facts and circumstances as well as nature of accusation, in the event of his arrest/surrender within a period of six weeks from today, let the above named petitioner be enlarged on bail on furnishing bail-bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Darbhanga in connection with Sadar (Bhalpatti O.P.) P.S. Case No. 518 of 2019 , subject to the conditions as laid down under Section 438(2) of Cr.P.C.

**(Prabhat Kumar Singh, J)**

Niraj/-

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