

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.13817 of 2020

Arising Out of PS. Case No.-1633 Year-2018 Thana- BHAGALPUR COMPLAINT CASE
District- Bhagalpur

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UPENDRA RAJAK @ UPENDRA PRASAD RAJAK @ UPENDRA PASWAN Son of Late Brij Mohan Rajak Resident of Village - Siodih, P.S. Amarpur, District - Banka, at Present Mohalla - Urdu Bazar, P.S. - Tatarpur, District - Bhagalpur.

... .. Petitioner.

Versus

1. The State of Bihar.
2. Kumari Rashmi Choudhary W/O Sri Sanjeev Kumar Resident of Mohalla - Mirjanhat, Warsaliganj, Road, P.S. - Mojahidpur, District - Bhagalpur.

... .. Opposite Parties.

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Appearance :

For the Petitioner : Mr. Subhash Kumar Jha, Advocate.
For the State : Mr. Ashok Kumar Singh, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR MISHRA

ORAL ORDER

2 03-03-2020 Heard learned counsel for the petitioner and the learned A.P.P. for the State.

The petitioner seeks bail in connection with Complaint Case No.1633 of 2018 registered under Sections 406 and 420/34 of the Indian Penal Code.

The accusation is that the petitioner offered Sanjeev Kumar, the husband of the opposite party no.2, to sell his house/land and, on negotiation between the parties, the consideration amount of Rs.67,17,000/- was fixed and deed of agreement to sell the house/land was prepared on which, the petitioner, his son Deepak Kumar and daughter Asha Kumari, put their signatures. Accordingly, Rs.21,00,000/- was paid by the opposite party no.2 and her husband



through cheque to the petitioner and, cash Rs.4,00,000/-, on 25.04.2018, was, again, given to the Deepak Kumar, the son of the petitioner, who also put his signature on the deed of agreement regarding receiving of the said amount. On much persuasion, the petitioner did not execute the sale deed and asked for extending the period of further two months' to execute the sale deed. Thereafter, on assurance of the petitioner, the husband of the opposite party no.2, also deposited Rs.7,30,550/- in the State Bank of India and obtained the 'Challan' on 10.07.2018. Thereafter, pleader notice was sent to the petitioner, his son and daughter through Advocate by the opposite party no.2 to execute the sale deed and after receiving of the reply, it came to know that the dispute in respect of the property in between the petitioner and his daughter is going on regarding which Partition suit has been filed by the daughter of the petitioner in the court of the Sub-Judge. Ultimately, the sale deed of the house/land was not executed by the petitioner in favour of the opposite party no.2 nor the money was returned to her.

Learned counsel appearing on behalf of the petitioner submits that, in fact, the deed of agreement was prepared by the petitioner, his son and daughter to execute the sale deed and Rs.21,00,000/- was received by the petitioner through cheque and Rs.4,00,000/- by the son of the petitioner in cash from the opposite party no.2 but due to dispute in between the petitioner and his daughter, the petitioner could not be able to execute the sale deed in



favour of the opposite party no.2. The petitioner is ready to return the entire money, as received, to the opposite party no.2 but the opposite party no.2 has filed Title Suit No.136 of 2019 in the court of the Sub Judge-I, Bhagalpur, for specific performance of contract, in which the petitioner, his son and daughter are defendants. The petitioner is in custody since 13.11.2019.

Having regard to the facts and the circumstances of the case, the petitioner, above named, is directed to be released on bail on furnishing bail bond of Rs.10,000/-(Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the Additional Chief Judicial Magistrate, Bhagalpur, in connection with Complaint Case No.1633 of 2018.

(Rajendra Kumar Mishra, J)

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