

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.25583 of 2020**

Arising Out of PS. Case No.-79 Year-2020 Thana- BHAGALPUR KOTWALI District-  
Bhagalpur

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1. PINTU YADAV Son of Late Prem Chand Yadav
  2. Kamlesh Yadav Son of Prem Chand Yadav  
Both are resident of Mohalla - Ghat Road, Badi Khanjarpur, P.S.- Barari,  
District - Bhagalpur.

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

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**Appearance :**

|                      |   |                                  |
|----------------------|---|----------------------------------|
| For the Petitioner/s | : | Mr.Rajive Ranjan Singh, Advocate |
| For the State        | : | Mr.APP                           |
| For the Informant    | : | Mr. Sanjeev Kumar, Advocate      |

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

6      23-11-2020                      Heard both sides through Video Conferencing.

The petitioners apprehend their arrest in Kotwali(Tilkamanjhi) P.S. Case No.79 of 2020 registered under Sections 341, 323, 379, 384, 504, 506 and 34 of the Indian Penal Code.

The informant alleged that he purchased Flat No.101 of Hariom Apartment, Shitla Asthan Road, Tilkamanjhi from Piyush Kumar, the builder of the flat and he was living in the house for last three years but Kamlesh Yadav and Pintu Yadav disconnected the electricity and water connection of his flat and they demanded extortion. It is further alleged that informant gave information to the police who found that the petitioners



disconnected the electricity and water connection of the flat of the informant and thereafter the petitioners locked the door of the house of the informant.

The learned counsel for the petitioners submits that mother of the petitioners entered into an agreement for development with Piyush Kumar(the developer). Flat No.101 of the apartment fell in the share of the owner of the land. It is further submitted that developer of the building never sold the flat to the informant. The developer of the land fled away before completion of the building. A Title Suit No.496 of 2017 is also filed in which the Court ordered for maintaining status quo. Hence, the petitioners deserve anticipatory bail but the learned counsel for the informant and learned A.P.P. vehemently opposed the prayer for anticipatory bail and submitted that informant filed counter-affidavit showing that the informant purchased flat from Piyush Kumar, the developer of the building and paid almost entire consideration amount but the petitioners who are the sons of the land lady forcibly tried to evict the informant from the flat. It is further submitted that one of the other purchasers also filed Tilkamanjhi P.S. Case No.735 of 2017 against the petitioners for forcibly evicting him from the purchased flat.



It appears from perusal of the records that of course the mother of the petitioners entered into an agreement with Piyush Kumar for developing the land and for construction of building/flats. Piyush Kumar, the developer of the building executed an agreement to sell Flat No.101 in favour of the informant and the informant was residing in the house but the petitioners forcibly disconnected his electricity and water connection and later on, also forced him to vacate the flat. The petitioners did the same act with another purchaser of flat and for which Tilkamanjhi P.S. Case No.735 of 2017 was registered.

Taking into consideration the facts aforesaid, I am not inclined to enlarge the petitioners on anticipatory bail. Accordingly, the same is rejected.

If the petitioners surrender in the court below, learned court below shall consider the prayer for regular bail of the petitioners on its own merit without being prejudiced by the order of this Court.

**(Prabhat Kumar Jha, J)**

Saurabh/-

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