

HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 540 of 2020**

1. Ajay Chandra Dubey S/o Shri Jagdeesh Chandra Dubey, aged about 52 years, O/c- Shop owner, R/o Quarter No. 12, Ward No. 27, Raipur Naka, Durg, Tahsil & District Durg (C.G.).
2. Indramani Prasad Dwivedi S/o V.P. Dwivedi, aged about 58 years, O/c- B.S.P. Karmachari, R/o Sector- 4 Bhilai, Sadak-S, Bhilai Tahsil & District Durg (C.G.).
3. Parkash Narayan Mishra, aged about 66 years S/o Kheduram Mishra, retired government employee R/o Ward No. 18, Near Ashirwad Bhavan Jawaharnagar Durg, Tahsil & District Durg (C.G.)

---- Applicants**Versus**

State of Chhattisgarh through its Station House Officer, P.S. Rajendra Nagar, Raipur, District Raipur (C.G.).

---- Respondent

For Applicants	:	Mr. Sourabh Sharma, Advocate
For Respondent	:	Mr. Ghanshyam Patel, Govt. Advocate

Hon'ble Shri Justice Arvind Singh Chandel

Order**22/06/2020**

1. The matter is heard through video conferencing.
2. The applicants have filed this application under Section 438 of the Cr.P.C for grant of anticipatory bail as they are apprehending their arrest in connection with Crime No. 239/2020 registered at police station – Durg (Kotwali), Distt. Durg (C.G.) for the offence punishable under Sections 420, 467, 468 and 471/34 of the Indian Penal Code.
3. In the year 2017, an application under Section 156 (3) of the Cr.P.C was filed by the Complainant Harvanshlal before the JMFC, Durg. Pursuant to the order dated 02/03/2020 passed by the JMFC, Durg,

On 21/03/2020, an FIR has been registered. According to the case of the prosecution, the Complainant was allotted a shop No. 62 situated at Indra Market, Durg on lease by the Municipal Corporation. Thereafter, the Complainant has given the said leased shop to the father of applicant no. 1 namely Jagdish Chandra, in which he was carrying out his business. Later on, business was carried out by applicant no. 1. It has been alleged that by making a forged agreement dated 24/11/2013, applicant No. 1 made an application before the Municipal Corporation for transfer of ownership of the said shop on his name. It has been further alleged that applicant Nos. 2 & 3 have signed the said forged agreement as witnesses.

4. Learned counsel appearing on behalf of the applicants submits that the applicants are innocent and have been falsely implicated. Virtually the matter is of civil nature. Applicant No. 1 was the tenant of the Complainant. He further submits that in the year 2001, the Complainant had asked applicant No. 1 to vacate the shop and applicant No. 1 had promised to vacate the shop till Diwali and then after January, 2012. Thereafter, vide agreement dated 24/11/2013, the Complainant himself handed over the shop to applicant No. 1 and on 31/03/2015, applicant No. 1 moved an application before Municipal Corporation for transfer of ownership. At that time, the complainant raised his objection. After two years he also made an application before the JMFC in year 2017. He further submits that till date the Complainant has not filed any civil suit seeking declaration about truthfulness of agreement of consent deed or even no suit for eviction has been proceeded. Only to cut short the legal civil proceeding, he

made a criminal complaint to harass the applicants to extract more money from them.

5. Learned counsel appearing on behalf of the State opposes the said application.
6. I have heard counsel for the parties.
7. Considering the facts and circumstances of the case and the argument advanced by counsel for the parties, particularly considering that after raising his objection in the year 2015, after two years the Complainant made an application under Section 156 (3) of the Cr.P.C and till date he never filed any eviction suit or any declaration suit against applicant No.1, without further commenting on other merit of the case, I am inclined to extend the benefits of anticipatory bail to the applicants.
8. Accordingly, the anticipatory bail application is allowed.
9. It is directed that in the event of arrest, the applicants shall be released on bail on their furnishing a bond in the sum of Rs.10,000/- with one surety each for the like sum to the satisfaction of the officer arresting them and they shall abide by all the following terms and conditions:
 - i. That, the accused/applicants shall make themselves available for interrogation before the concerned Investigating Officer as and when required;
 - ii. The accused/applicants 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/her from disclosing such facts to the Court or to any police officer;
 - iii. The accused/applicants shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
 - iv. The applicants shall appear before the trial Court on each and every date given to them by the said Court till disposal of

the trial.

10. Certified copy, as per rules.

Sd/-
(Arvind Singh Chandel)
Judge

Rahul