

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.14864 of 2020

Arising Out of PS. Case No.-107 Year-2019 Thana- KATIHAR District- Katihar

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1. Sunil Kumar Bubna.
2. Anil Kumar Bubna, both son of Gopi Krishna Bubna, both village-Sonaili,
P.S. Kadwa, District-Katihar.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Dinesh Chandra Sah, son of late Kukund Lal Sah resident of mohalla-
Hariganj, P.S. Nagar Sahayak, P.O. Katihar, District-Katihar.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Suresh Prasad Sah @ Baranwal, Adv.
For the Opposite Party/s : Mr.Tarun Prasad Mandal, APP

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CORAM: HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN
ORAL ORDER

8 05-02-2021 Heard learned counsel for the petitioners, informant
and learned Additional Public Prosecutor for the State.

Learned counsel for the petitioners undertake to
remove the defects within four weeks of resumption of normal
functioning of the Court proceeding. In the eventuality of non-
removal of defects within undertaken period, the office will
place the matter before the Bench.

The petitioners are apprehending their arrest in a case
registered for the offence punishable under Sections 323, 406,
420, 467, 468, 504/34 of the Indian Penal Code.

Prosecution case is that the petitioners offered the
complainant to purchase his land area 21 decimal along with



boundary and godown. After some negotiations, the complainant agreed to sale the land for consideration of Rs. 1,11,33,000/-. The petitioners paid Rs. 64,00,000/- but did not pay Rs. 47,33,000/- even after lapse of 2 ½ years from execution of the sale deed. When the complainant demanded his amount the petitioners verbally abused and assaulted the complainant.

Learned counsel for the petitioners submits that petitioners are innocent and has been falsely implicated in this case. He submits that both parties have been entered into an agreement for the total sum of Rs. 80,00,000/- and for which an agreement paper was drafted and signed by both the parties and according to agreement the petitioners have paid the amount which is clear from the receipt of amount on the bank of 1st page of agreement. He further submits that after receiving the entire agreed amount according to agreement the informant got ready for execution of sale deed which was done on 24.06.2015. He submits that the FIR has been lodged after expiry of about 5 years without assigning cogent reasons.

Learned counsel for the informant submits that petitioners admitted to have paid Rs. 85,00,000/- only to the complainant agreed amongst them according to the jarbayanama, but sale deed shows Rs. 1,11,33,000/- as



consideration money. No plausible explanation was offered by the petitioners why they did not pay the rest amount to the complainant.

Considering the facts that the matter is purely civil in nature, let the petitioners, above named, in the event of their arrest or surrender before the Court below within a period of six weeks from the date of receipt of the order, be released on anticipatory bail on furnishing bail bond of Rs.20,000/- (rupees twenty thousand) each with two sureties of the like amount each to the satisfaction of the learned C.J.M., Katihar in connection with Nagar Sahayak Police Station Case No. 107 of 2019, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

However, respondent is at liberty to file money suit for recovery of his money in accordance with law.

(Anjani Kumar Sharan, J)

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