

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.42391 of 2019

Arising Out of PS. Case No.-724 Year-2018 Thana- MUZAFFARPUR TOWN District-
Muzaffarpur

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Anil Kumar Nemani, S/o- Late Sagarmal Nemani, R/o Mohalla- Juran
Chhapra, Road No. 2, P.S.- Brahmpura, District- Muzaffarpur.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Pawan Kumar Lohia

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr.Sanjay Kumar Pandey, Advocate.
For the Opposite Party/s :	Mr.Amitesh Kumar, APP
For the Informant	Mr. Shivam, Advocate.

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**CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR
MISHRA**

ORAL ORDER

6 24-08-2021 Heard learned counsel for the petitioner and the
learned A.P.P. for the State through Video Conferencing.

The petitioner apprehends his arrest in connection
with Town P.S. Case No. 724 of 2018, registered under Sections
420, 409 and 504/34 of the Indian Penal Code and Section 138
of the N. I. Act.

The accusation is that Anil Kumar Nemani
(petitioner) expressed his desire to sell the land of 2.41 decimals
situated in Mohallah Islampur Doma Pokhar, Distict
Muzaffarpur. On knowing the desire of Anil Kumar Nemani
(petitioner), informant Pawan Kumar Lohiya for the purpose to
run the shop over the land of Anil Kumar Nemani (petitioner)



met to Anil Kumar Nemani (petitioner) to his shop in the name of M/s Kailash Enterprises on 20.04.2017 and talked about purchasing of his land but Anil Kumar Nemani (petitioner) informed him that negotiation in respect to sell the land will be done by Sushil Chaparia. Thereafter, on 22.04.2017, informant met to Sushil Chaparia at Mohallah Sutapatti, Nathni Market, Sushil Cutpiece Shop. On negotiation, consideration amount of land of Anil Kumar Nemani (petitioner) was fixed to Rs.1,11,00,000/- (one caore and eleven lakhs) then informant, Pawan Kumar Lohiya, become ready to purchase the same land. He paid Rs. 37,50,000/- through different cheques in the name of Anil Kumar Nemani (petitioner) and also issued the cheque of Rs.10,00,000/- to Sushil Chaparia and also paid cash of Rs.41,00,000/- to Sushil Chaparia and thereafter, Sushil Chaparia executed the agreement to sale on 29.01.2017. In spite of much request, both persons did not take any heed to execute the sale deed, while on their instruction, stamp of Rs.4,71,000/- was purchased by him.

Learned counsel for the petitioner submits that it would appear from the FIR that informant-opposite party no. 2



had paid Rs.37,50,000/- through different cheques to Anil Kumar Nemani (petitioner) through Sushil Chaparia but due to some unavoidable circumstances sale deed could not be executed in favour of the informant-opposite party no. 2 and the petitioner has already paid the aforesaid Rs.37,50,000/- in the account of Sushil Chaparia, which would appear from paragraph 19 of the case diary. Further submission is that on giving undertaking by co-accused, Sushil Chaparia to pay the whole amount to the informant-opposite party no. 2, he has been granted to privilege of pre-arrest bail.

Having regard to the facts and circumstances of the case, let the above named petitioner be released on bail, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Chief Judicial Magistrate, Muzaffarpur, in connection with Town P.S. Case No. 724 of 2018, subject to the condition as laid down under Section 438(2) of the Cr.P.C.

(Rajendra Kumar Mishra, J)

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