

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.4406 of 2021

Arising Out of PS. Case No.-212 Year-2020 Thana- PURNEA SADAR District- Purnia

1. Shyam Lal Uraon S/o Late Mangar Uraon Resident of Village-Basgama, P.S-Sadar, District-Purnia.
2. Ruplal Uraon S/o Late Mangar Uraon Resident of Village-Basgama, P.S-Sadar, District-Purnia.
3. Kailu Uraon S/o Late Mangar Uraon Resident of Village-Basgama, P.S-Sadar, District-Purnia.
4. Ashok Uraon @ Ashok Kumar Uraon S/o Shyam Lal Uraon Resident of Village-Basgama, P.S-Sadar, District-Purnia.
5. Ranjeet Uraon S/o Kailu Uraon Resident of Village-Basgama, P.S-Sadar, District-Purnia.

... .. Petitioner/s

Versus

The State Of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Kumar Praveen- Advocate
For the Informant	:	Mr. Viveka Nand Singh- Advocate
For the State	:	Mr. A.P.P.

CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL ORDER

3 25-06-2021 Heard Mr. Kumar Praveen, the learned Advocate

for the petitioners, Mr. Viveka Nand Singh, the learned

counsel for the informant and the learned APP for the State.

The petitioners seek bail in anticipation of their

arrest in connection with Purnia Sadar P. S. Case No.212 of

2020, instituted for the offences under Sections 406, 420/ 34

of the Indian Penal Code.

By order dated 09.03.21, this Court had given



interim relief to the petitioners on their assurance that they shall return the entire amount to the informant for which the registry has not been done, within a period of six months.

It has been submitted on behalf of the petitioners today that they have already filed an application before the Court below in compliance of the aforesaid order along with a cheque of Rs. Twenty Lacs.

It has been further pointed out that for the consideration that was paid by the informant, necessary transfer of property has already been made. Since the informant did not pay the balance amount, the rest of the land was not conveyed in his favour. Time is always the essence of contract and therefore the petitioners cannot be put to fault if such an agreement to sale is repudiated.

As opposed to the aforesaid contentions, Mr. Vivekanand Singh, the learned Advocate for the informant on instructions from his client has submitted that the informant is not ready to accept the money and wants the transfer of the land. The desire of the specific performance of contract or of transferring the property after taking the balance amount cannot be the subject matter of this bail



petition. The informant would, in that case, be advised to approach the Competent Civil Court for specific performance of contract.

Mr. Singh, the learned counsel has also pointed out that a Title Suit also has been filed for the aforesaid purpose. The further constrain of Sri Singh is that instead of transferring the entire property to the informant after accepting the balance amount of consideration, the land is being sold to third parties on higher consideration amount.

Considering the aforesaid stand of the parties and taking into account that a Title Suit has already been filed by the informant as also taking into account the conduct of the petitioners in depositing a Cheque of Rs. Twenty Lacs with the Court below, the provisional bail granted to the petitioners vide order dated 09.03.2021 stands confirmed.

The petitioners shall remain on the same bail bonds.

The Court below is further directed to keep the Cheque of Rs. Twenty Lacs intact in its custody which could be used later, on the asking of the parties on any order



being passed by any Competent Court of Jurisdiction.

The petition stands disposed off.

(Ashutosh Kumar, J)

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