

MCRCA No. 723 of 2021

---- Applicant

---- Non-applicant

(Proceedings through Video Conferencing)
Hon'ble Shri Justice Parth Prateem Sahu
Order on Board

1. The applicant has preferred this first bail application under Section 438 of the Cr.P.C. for grant of anticipatory bail, as he is apprehending his arrest in connection with Crime No.234 of 2021, registered at Police Station Civil Line District Raipur (C.G.), for offence punishable under Section 420 of Indian Penal Code.
2. Case of the prosecution in brief, is that, present applicant entered into an agreement to sale the land recorded in the name of his mother land bearing Khasra No.628/3 admeasuring 0.133 hectares for total consideration of Rs.60 Lacs on 08.02.2017 as power of attorney holder. The agreement was executed between present applicant, who is power of attorney holder and Sarvoday Infracon Private Limited through Director Devendra Kumar

Chandrakar and second Virendra Singh Tomar. On the date of execution of agreement, two cheques bearing No.031517 and 031518 of Rs.15 Lacs each was handed over, as such, Rs.30 Lacs has been paid as advance. Thereafter, applicant did not honour the agreement not executed sale deed nor return the advance money to them, which made the purchasers to lodge the complaint before the concerned Police Station, based upon which, instant crime was registered against the present applicant.

3. Shri Y.C. Sharma, learned senior counsel for the applicant submits that when applicant was in dire need of money, he made up his mind to sale the land recorded in the name of his mother, for that purpose, power of attorney has been executed by his mother in his favour. The applicant entered into the agreement and also accepted Rs.30 Lacs as advance amount, but subsequently, as need does not subsist, applicant has made up his mind not to sale the land and he requested the complainant to accept the advance money back, upon which, on the instructions, he had paid Rs.6 Lacs in cash and further deposited Rs.12 Lacs in the account of Manisha Incorporation, which is owned by daughter of Virendra Singh Tomar, who is second purchaser in the agreement. He further submits that applicant approached him to take back balance of Rs.12 Lacs, but they refused and threatened him that he is required to sale the piece of land, of which, he has entered into an agreement to them only. He is ready to pay balance amount of Rs.12 Lacs to complainant party. It is contented that nature of dispute as mentioned in complaint is purely of a civil

dispute. He further pointed out that on account of threat given by complainant, applicant has submitted an application before the Senior Superintendent of Police, Raipur on 23.01.2021 and thereafter, one complaint case under Section 156(3) of Cr.P.C. is also filed before the Court of jurisdictional Magistrate on 23.03.2021. The complainant lodge complaint as counter blast to the proceeding filed before learned Magistrate by applicant. It is further contended that applicant is heart patient, he undergone the surgery in the year 2019 and still in bed-rest, hence, applicant may be enlarged on anticipatory bail.

4. Per contra, Shri B.L. Sahu, learned Panel Lawyer representing the State vehemently opposes the bail application and submits that as per allegation, applicant has accepted Rs.30 Lacs as advance but he has not executed sale deed nor refunded the money, hence, present applicant is not entitled for grant of anticipatory bail.
5. However, on putting specific query with regard to deposit of Rs.12 Lacs as stated by learned counsel for the applicant in the account of Manisha Incorporation and status of Manisha Incorporation, he submits that as per material collected by Investigating Agency, daughter of Virendra Singh Tomar i.e. second purchaser is owner of Manisha Incorporation and statement of Manisha Chetwani is recorded wherein she stated that she does not know as to how and why the amount of Rs.12 Lacs is deposited in her account. He read over the statement of Yashwant Chetwani, husband of Manisha Chetwani and argued that Yashwant Chetwani stated

that the amount of Rs.12 Lacs has been given to Virendra Singh Tomar.

6. I have heard learned counsel for the parties.
7. Taking into consideration entire facts and circumstances of the case, nature of allegations, particularly, dispute with regard to sale agreement, without commenting anything into the merits of the case, I am inclined to release the present applicant on anticipatory bail.
8. Accordingly, bail application is allowed and it is directed that in the event of arrest of the applicant in connection with the aforesaid offence, he shall be released on anticipatory bail on his furnishing a personal bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) with one surety in the like sum to the satisfaction of the arresting officer and he shall be abide by the following conditions :-

(i) he shall make himself available for interrogation by a police officer as and when required;

(ii) he 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 from disclosing such facts to the Court or to any police officer.

(iii) he shall not influence the witnesses during pendency of the trial.

Certified copy as per Rules.

Sd/-
(Parth Prateem Sahu)
Judge