

NAFR

HIGH COURT of CHHATTISGARH, BILASPUR**MCRCA No. 973 of 2021**

- Aaditya @ Giriraj Giri Goswami, S/o Shri Narayan Goswami, aged about 24 years, R/o Taiyab Chowk, Talapara, Police Station-Civil Lines, Tahsil & District-Bilaspur, Chhattisgarh

-----Applicant**VERSUS**

- State of Chhattisgarh through: Station House Officer Police Station Civil Lines, Distt. Bilaspur, Chhattisgarh

-----Non-applicant

For Applicant	: Mr. Arvind Shrivastava, Adv.
For Non-applicant- State	: Mr. B.L. Sahu, Panel Lawyer.

*(proceedings through video conferencing)***Hon'ble Shri Parth Prateem Sahu, Judge****ORDER****26/08/2021**

1. Applicant has preferred this application under Section 438 of CrPC for grant of anticipatory bail as he apprehends his arrest in connection with Crime No. 765/2021 registered at Police Station Civil Lines, District- Bilaspur (C.G.) for the offence punishable under Sections 420 of IPC.
2. Case of prosecution is that, complainant lodged a written report before the concerned police station on 11.08.2020 mentioning therein that he is working as printing machine incharge in Haribhumi press Bilaspur. Applicant came in contact with complainant about 01 year prior to the date of filing of complaint, shown some land and building to the complainant as he was desirous to purchase the immovable property. Applicant has shown land near toll plaza at village Bhojpuri, on Bilaspur-Raipur road recorded in the name of one Satish Chelak s/o late Santosh Chelak r/o village Maro. Complainant was desirous to purchase that land but looking to the

value of the land he was not intending to purchase the land. Applicant stated him that he will also share the consideration and the complainant may purchase the area of the land according to his financial conditions. Complainant has paid money to the applicant in several installments total of which comes to Rs. 16,62,000/-. After accepting money, applicant has not executed sale deed in favour of complainant nor returned the money. Details of payment made from different accounts was also mentioned in the complaint. Based on the written report, FIR was registered against the applicant for the offence as mentioned above.

3. Mr. Arvind Shrivastava, learned counsel for the applicant would submit that the complainant only to implicate the present applicant in false case has prepared the story. He submits that the applicant and the complainant were having business relation and engaged in property dealings. Applicant has shown land situated at village Bhojpuri owned by Satish Chelak to complainant, he agreed to purchase the land and entered into an agreement to sell initially on 01.09.2017 with owner of the land Satish Chelak and paid advance payment of Rs.24 lakh which was witnessed by applicant and one Manish Tiwari. One other agreement was executed by the complainant with Satish Chelak on 18.09.2020 which was witnessed by one Pramod Yadav who is co-employee with complainant in Haribhumi press. He submits that the payment shown by the complainant in the written complaint and appearing in F.I.R., shows transactions with different persons and not only with the complainant, but of very small amount. There is only ten transactions with the complainant of very small amount in comparison to what the complainant is claiming of payment of Rs. 16,62,000/-. It is argued that the applicant has taken hand loan of Rs. 2 lakh from the complainant for the purpose of purchasing motor

cycle out of which he has repaid Rs. 1,40,000/- but the complainant was pressurizing the applicant to pay remaining amount for which the applicant also lodged a written report before the SHO, P.S. Civil line, Bilaspur, Superintendent of Police, Bilaspur and IG, Bilaspur range on 01.07.2021 prior to filing of complaint against applicant. He further submits that in complaint, allegations are only against the present applicant and not against the owner of the land with whom he entered into agreement and to whom he gave advance which itself shows the ill-intention of the complainant, hence, the applicant may be enlarged on anticipatory bail.

4. On the other hand, Mr. B.L. Sahu, learned State counsel opposes the submissions made by learned counsel for the applicant and submits that the complainant has paid huge amount by different mode and transactions. He also referred that the amount of Rs. 2 Lakh was transferred in the account of applicant on 02.09.2020, Rs. 50,000/- on 25.02.2021 in the account of sister of applicant. He also submits that the amount is also transferred through electronic mode in the account of applicant. However, upon putting specific query with regard to the execution of the agreement on 01.09.2017 and 18.09.2020, learned counsel submits that the document is available on record wherein the first agreement is of the year 2017 in which applicant has signed as witness along with Manish Tiwari and in second agreement Pramod Yadav has signed as witness. He also read-over the statement of Pramod Yadav recorded under Section 161 of CrPC.
5. I have heard learned counsel for the respective parties.
6. Taking into consideration, the nature of allegation, the fact that the execution of agreement is between the complainant and the owner of land Satish Chelak on 01.09.2017 and 18.09.2020 was admitted

in the statement by Pramod Yadav recorded under Section 161 of CrPC, who is stated to be co-employee with the complainant at Haribhumi press Bilaspur. He also admitted that the amount of Rs.24 Lakh and Rs. 20 Lakh was paid to land owner Satish Chelka. In view of the above, without commenting anything on merits of the case, I am inclined to allow the bail application.

7. Accordingly, application is allowed and it is directed that in the event of arrest of applicant in connection with the crime in question (765/2021), he shall be released on anticipatory bail by the Officer arresting him on his executing a personal bond in the sum of Rs. 25,000/- with one surety in the like sum to the satisfaction of the concerned arresting Officer. Applicant shall also abide by the following conditions:

- (i) that the applicant shall make himself available for interrogation before the Investigation Officer as and when required;
- (ii) that the applicant 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) that the applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
- (iv) that the applicant shall appear before the trial Court on each and every date given to him by the said Court till disposal of the trial.

Sd/-
(Parth Prateem Sahu)
Judge