

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 1566 of 2020**

1. Anand Kumar Agrawal, S/o late Santosh Agrawal, aged about 38 years.
2. Anil Agrawal, S/o late Santosh Agrawal, aged about 32 years.
3. Moolchand Agrawal, S/o late Hariram Agrawal, aged about 55 years.

All above R/o Ward No.7, Baradwar, Police Station Baradwar,
Tehsil Sakti, District Janjgir-Champa (C.G.)

---- Applicants**Versus**

- State of Chhattisgarh - Through : Police Station Baradwar,
District Janjgir-Champa (C.G.)

---- Respondent

For Applicants	:	Mr. Manoj Paranjape, Advocate.
For Respondent.	:	Mr. Devesh Verma, G.A.
For Objector	:	Mr. K.A. Ansari, Sr. Advocate with Mr. Aman Ansari, Advocate.

Hon'ble Smt. Justice Rajani Dubey**Order on Board****24/03/2021**

1. This application under Section 438 of the Code of Criminal Procedure has been filed by the applicants who are apprehending their arrest in connection with Crime No.45/2018 registered at Police Station - Baradwar, District Janjgir-Champa (C.G.) for commission of the offence punishable under Section 420 read with section 34 of Indian Penal Code.
2. The prosecution case, in brief, is that First Information Report of the incident was lodged on 06.02.2018 in respect of the incident alleged to have been taken place between 20.07.2016 to 16.10.2017. The F.I.R. has been lodged by one

Pawan Kumar Modi, *inter-alia* pleading that the present applicants along with other co-accused persons namely Mitthulal Agrawal, Gyarsi Lal Modi and Kanta Ekka have committed an offence of cheating. It has been alleged that co-accused Mitthulal and Gyarsi Lal Modi have executed the sale deed dated 16.10.2017 in favour of Anand & Moolchand Agrawal in respect of the property in which the complainant is also having the share. It has also been alleged that Anand and Moolchand got executed the sale deed in their favour by playing fraud.

3. Learned counsel for the applicant submits that the applicants are innocent and have been falsely implicated in the crime in question. He further submits that present is a case of civil in nature but it is made a criminal case. The police authorities have investigated the matter and has submitted the closer report and it was found that dispute is purely of a civil in nature. He also submits that Gyasri and Mitthu Agrawal had executed the registered power of attorney in favour of the applicant No.2 namely Anil Kumar Agrawal on 08.08.2017, and Anil Kumar Agrawal, on the basis of the said power of attorney, had executed the registered sale deed in favour of applicant No. 1 and 3 and the properties bearing Khasra No.77 area 0.567 hectare and Khasra No. 76/8 area 0.012 hectare was sold to applicant No.1 and 3. The FIR has been lodged on the allegations that the co-owner, who had executed unregistered relinquishment deed by playing fraud, had executed the registered sale deed in favour of applicant Nos. 1 & 3 and applicant No.1 & 3 in collusion with the

applicant No.2 got executed the sale deed in their favour. He also submits that the applicants are the purchaser only & Mitthu and Gyarsi, who are the co-owner of Khasra No.77 area 2.12 dismal and Khasra No.76/3 area 9 dismal, have sold the property to the extent of their share only.

4. Counsel for the State however opposes the application for anticipatory bail.
5. Mr. K.A. Ansari, learned Sr. Advocate appearing for objector submits that the property in question is only registered in the name of objector. The sale deed executed by the applicants through their so called attorney on 08.08.2017 with respect to land bearing Khasra No.77 and 76/8 area 1.40 acre and 0.03 acre respectively. The total area of Khasra No.77 is shown to be 2.12 acre and 0.04½ of Khasra No.76/8. There is a declaration in the sale deed that the vendors are selling their share out the above lands and the share of legal heirs of Chauthmal, the Objector, is not being sold. The boundary of the land sold as given in the sale deed describes the share of legal heirs of Chauthmal is situated in north of Khasra No.77 and 76/8. He further submits that the vendor and purchaser are so close to each other and the sale deed has been executed in connivance with the govt. official of registrar office. He also submits that there is no partition by the Tahsildar and how Mitthu and Gyarsi, who alleged to have sold their specific part of share only, came to know that the sold property is in their name without there being any partition by the Tahsildar.
6. After hearing counsel for the parties and considering the facts

and circumstances of the case, in particular the fact that the civil dispute between the parties is pending before Revenue Court, this Court is of the considered opinion that it is a fit case to grant anticipatory bail to the applicants.

7. Accordingly, the application is allowed. It is directed that in the event of arrest of the applicants in connection with aforesaid crime number, they shall be released on bail on their furnishing a personal bond in the sum of Rs.1,00,000/- each with one surety for the like sum to the satisfaction of the concerned arresting/investigating officer or the court concerned, as the case may be, with the following terms and conditions:

- (i) that the applicants shall make themselves available for interrogation/medical examination before the concerned investigating officer as and when required;
- (ii) that the applicants shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case as to dissuade him/her from disclosing such facts to the Court or to any police officer;
- (iii) that the applicants shall not act in any manner which will be prejudicial to fair and expeditious trial; and
- (iv) that the applicants shall appear before the trial Court on each and every date given to them by the said Court till disposal of the trial.

Sd/-

**(Rajani Dubey)
Judge**