

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.13271 of 2021

Arising Out of PS. Case No.-50 Year-2019 Thana- JAGDISHPUR District- Bhojpur

JITENDRA TIWARI S/o Sri Nath Tiwari R/o village- Sukhare ke Baradhi,
P.S.- Dinara, District- Rohtas. at present R/o- C/o Sujeet Kumar, near Nawada
Chowk, Behind the residence of Dr. Akhilesh Sharma, P.S.- Ara Nawada,
District- Bhojpur

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ravindra Kumar
For the Opposite Party/s : Mr.Sanjay Kumar Ghosarvey
Mr. Dasrath Mehta

**CORAM: HONOURABLE MR. JUSTICE NAWNEET KUMAR
PANDEY**

ORAL ORDER

16 30-08-2022 The learned counsel for the petitioner is directed to

remove all the defects pointed out by the Stamp Reporter within

one month.

Heard the learned counsel for the petitioner and

learned counsel for the informant.

The petitioner apprehends his arrest for the

offences alleged under Sections 420, 467, 468, 471 and 120(B)

of the Indian Penal Code, registered in connection with

Jagdishpur P.S.Case No. 50 of 2019.

As per allegation, the informant is the power of

attorney holder of his brother Paritosh Chaturvedi. On

11.12.2015, the informant entered into an agreement with

Galaxia Township and Housing Pvt. Ltd. for sale of his ten acres

of land. As per the agreement, the consideration money was to

be paid to the owner of the land and sale deeds were to be



executed at the instance of the above mentioned Company. As per allegation, due to the act of the petitioner, two Directors resigned from the Company and the petitioner became the Managing Director of the said Company. The Company started delaying payment of the consideration money to the landlord and, as such, huge amount became due upon the Company against the informant. Having found no option, the agreement dated 11.12.2015 was revoked, vide deed dated 2nd of May, 2018. The further allegation is that after revocation of the agreement, there is dues of Rs. 82,78,903.00 on the Company which was payable to the informant. The petitioner is not paying that amount and he is insisting on the informant to execute the sale deeds in favour of different persons.

The learned counsel for the petitioner has submitted that if the entire allegation is taken to be true, it is nothing but a case of civil nature. The petitioner has already filed a title suit being Title Suit No. 41 of 2019 against the informant to declare the deed of revocation as null and void.

On the other hand, learned counsel for the informant has submitted that the petitioner has not only flouted the terms of agreement, but he is not paying the dues liable to be paid by the Company. He has submitted further that the petitioner is



insisting upon the informant to execute sale deeds in favour of some persons despite the fact that the deed of agreement was revoked in the year 2018.

In my view, it is a matter of civil dispute. The ultimate remedy lies in the civil court and not in criminal court.

Considering the above facts and circumstances, let the petitioner above-named, in the event of his arrest or surrender within four weeks from the date of communication of this order, be released on bail on furnishing bail bond of Rs. 10,000/-(ten thousand) with two sureties of the like amount each to the satisfaction of learned A.C.J.M.IIth, Bhojpur at Ara in connection with Jagdishpur P.S.Case No. 50 of 2019, subject to the conditions as laid down under Section 438(2) Cr. P.C.

Office shall ensure that all defects are removed by the petitioner within the stipulated time as provided hereinabove, failing which the matter shall be brought to the notice of this Court.

(Nawneet Kumar Pandey, J)

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