

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.25614 of 2021

Arising Out of PS. Case No.-802 Year-2017 Thana- KHAJANCHI HAT District- Purnia

RITURAJ @ RITURAJ YADAV Son of Late Ramesh Kumar Yadav Resident of Village - Maranga West, Police Station- K. Hat (Maranga), (Khajanchi Hat), District- Purnia.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Arun Prasad Ambastha, Advocate

For the Informant : Mr. Ajit Ranjan Kumar, Advocate

For the Opposite Party/s : Mr. Akhileshwar Dayal, A.P.P.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 18-07-2022 Heard learned counsel for the petitioner, the informant and learned A.P.P. for the State.

Let the defect(s), if any, be removed within a period of four weeks.

The petitioner apprehends his arrest in a case registered for the offences punishable under Sections 406, 420, 467, 468 and 471 of the Indian Penal Code.

The informant alleges that he has a land and it was agreed to be sold by the father of the petitioner for a consideration amount of Rs.4,32,000/- for which an agreement for sale dated 09.09.2008 was also executed after acceptance of Rs.1,00,000/-. It is alleged that after the entire consideration amount, so agreed upon between the parties, was paid to the petitioner, he instead of executing the sale deed has duped the



informant by registering a power of attorney in favour of the informant with respect to such plot of land which does not even belong to him.

Learned counsel for the petitioner submits that petitioner is innocent and has been falsely implicated in this case and the dispute is purely civil in nature and the present criminal case has been instituted only to coerce the petitioner into submission so that he exceeds to the demand of the informant. It is next submitted that from perusal of the agreement for sale, it would manifest that the said document was executed with respect to a piece of land pertaining to Khata No. 559, Khasra No. 1311, Area 6 Katha whereas the present power of attorney has been instituted with respect to Khata No. 559, Khasra No. 1311, Area 6 Decimal 0.3 Kari. Learned counsel, thus, submits that the power of attorney executed in favour of the informant does not even remotely suggest that the said power of attorney is anywhere related to the aforesaid agreement for sale. Learned counsel next submits that if power of attorney executed in favour of the informant is with respect to a land which does not belong to the petitioner then how come the informant is aggrieved by the same as power of attorney does not confer any title. It is next submitted that the informant



very wisely has falsely implicated the petitioner by alleging that power of attorney was executed with respect to the land which was part of the agreement for sale dated 09.09.2008 when admittedly though the Khata and Khasra number are the same but the area for which the power of attorney has been executed does not even remotely tally with the agreement for sale. Learned counsel further submits that if an agreement for sale was executed by the petitioner in favour of the informant on 09.09.2008 then the remedy for the informant was to file a case under an appropriate law seeking execution of a sale deed. It is next submitted that the agreement for sale was of the year 2008, the present FIR came to be instituted in the year 2017 i.e. after more than nine years, as such, even the limitation for getting the sale deed executed in pursuance of the agreement for sale has lapsed, as such, the informant now is resorting to criminal remedy. It is also submitted that the law is well settled that criminal law cannot be set in motion for settling civil dispute.

Learned A.P.P. for the State and the informant opposed the prayer for anticipatory bail of the petitioner but are not able to meet the submission of the learned counsel for the petitioner that the informant had appropriate remedy under the civil law to get a sale deed executed in pursuance of the



agreement for sale and also the power of attorney does not even remotely suggest that it had even remote connection with the agreement for sale.

Considering the submissions made by the learned counsel for the petitioner, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.2,000/- (Rupees Two Thousand) with two sureties of the like amount each to the satisfaction of the learned court below where the case is pending/successor court in connection with K. Hat (Maranga) P.S. Case No. 802 of 2017, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

Kundan/-

U		T	
---	--	---	--

