

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27723 of 2022

Arising Out of PS. Case No.-76 Year-2022 Thana- BARUN District- Aurangabad

1. SHAGUFTA YASMIN W/o Md. Parwez Resident of Village - Shekh Bigha, P.s.- Baroon, Distt.- Aurangabad (Bihar)
2. Md. Parwez Son of Md. Jalaludin Resident of Village - Shekh Bigha, P.s.- Baroon, Distt.- Aurangabad (Bihar)

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Shailesh Kumar Singh, Advocate
For the Opposite Party/s	:	Mr. Navin Kumar Pandey, A.P.P.
	:	Mr. Wasi Ahmad Khan, Advocate

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 14-11-2022 Heard learned counsel for the petitioners, learned counsel for the informant and learned A.P.P. for the State.

The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 420, 406 and 468 of the Indian Penal Code.

The informant alleges that he was known to the petitioners and petitioner no. 2 said that he is in need of money thus wants to sell his land registered in name of his wife for Rs. 10,50,000/-, further informant paid Rs. 3,40,000/- and later came to know that the land was not in their possession and when he asked to return the money he was threatened.

Learned counsel for the petitioners submits that the



petitioners are persons with clean antecedent and petitioner no. 1 is a woman, it is next submitted that petitioners have been falsely implicated in the present case. Learned counsel next submits that an agreement for sale was also instituted in pursuance whereof the amount was given and if the informant was aggrieved by the conduct of the petitioners in not registering or executing the sale deed then he has remedies available under the Civil Law by filing a case for specific performance of contract, it is next submitted that it has been specifically stated at paragraph '8' that petitioners are bonafide landholders of the land for which agreement for sale was executed between the parties as petitioners are in peaceful possession of the land and they undertake that peaceful possession will be provided to the informant. Learned counsel further submits that only 3,40,000/- was paid to the petitioners and rest amount was not paid, as such, in terms of the agreement for sale the sale deed could not be executed, it is also submitted that petitioners are always ready to execute the sale deed, it is next submitted that the agreement for sale is of the year 2015 and in the year 2022 the present case has been instituted when the price of the land has increased.

Learned A.P.P. for the State and learned counsel for the informant opposed the prayer for anticipatory bail of the



petitioners but are not in position to rebut the submission of the learned counsel for the petitioners that the dispute is civil nature to which a criminal colour has been given and in the event, if the informant is aggrieved by the conduct of the petitioners then he has remedies available to the law of filing a suit for specific performance for breaching the conditions of the agreement for sale.

Considering the submissions made by the learned counsel for the petitioners, the petitioners above-named, in the event of their arrest or surrender before the learned trial court within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Barun P.S. Case No. 76 of 2022 subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

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