

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.33376 of 2020

Arising Out of PS. Case No.-372 Year-2019 Thana- BRAHMPURA District- Muzaffarpur

1. Pannalal Poddar S/o Late Hira Lal Poddar R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present resident of Flat No. 1105, Sky Bistas, D.No. Nagar Near Barfi Bala College, Mumbai, Andhei West, Mumbai
2. Prakash Chandra Poddar S/o Late Hia Lal Poddar, R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present residing at Flat No. B/512 MeghDoot Building Rahajs Township, Malad, East Mumbai 400097, Maharashtra
3. Vinod Kuma Poddar S/o Late Hia Lal Poddar R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present residing at A/1001 Tenth Floor, Imperial Heights Near West Colony behind Oshiwara Bus Depot Goregaon, West Mumbai, Maharashtra 400104
4. Saurabh Kumar Poddar S/o Late Gopal Poddar R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present residing at A/8 Bhagyadoya Society, Dada Bhau Cross Road near Kamal Bihar Hotel, Santa Kunj, West, S.O., Mumbai, Maharashtra
5. Ashish Kumar Poddar S/o Late Gopal Poddar R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present resident of A/901, V.Y. Tower, Basant Vili near Dindoshi Bus Depot, Malad, East Mumbai, Maharashtra
6. Abhishek Kumar Poddar S/o Late Gopal Poddar, R/o Mohalla Juan Chhapra, Road No. 02, P.s.- Brahmutra, Distict- Muzaffarpur, Bihar at present residing at B.502 Shikhar Kunj, Upper Govind Nagar, Sain Baba Mandir, Malad East, Mumbai- 400097, Maharashtra

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Syed Asfar Alam

For the Opposite Party/s : Mr.A.G

CORAM: HONOURABLE MR. JUSTICE SUNIL KUMAR PANWAR
ORAL ORDER

17 18-10-2022

Heard learned counsel for the petitioners and

learned APP for the State.

The petitioners are apprehending their arrest in



a case registered for the offences punishable under Sections 467, 468, 420, 406, 471/34 of the Indian Penal Code.

The prosecution case as per F.I.R is that petitioner No. 2 namely Prakash Chandra Poddar and petitioner No. 3 namely Vinod Kumar Poddar approached the informant for sale of a land containing house and before entering into an agreement, the informant gave them a cheque of Rs. 21,00,000/-(rupees twenty one lakhs) as well as cash of Rs. 30,00,000/- was also handed over by the informant to the petitioners. An agreement with respect to above was made between the petitioners and the informant on 24.09.2018. It was also alleged that only petitioner No. 2 and petitioner No. 3 would sign on the agreement paper because they told that their elder brother, petitioner No. 1 namely Panna Lal Poddar always remains ill and after obtaining power of attorney from petitioner No. 1 and vacating the tenants who were residing in the said building they



would execute the sale deed. The other petitioners have also given their consent for sale of above land. The above agreement was effective till July, 31, 2019. The consideration amount of sale was finalized at Rs. 9,51,00,000/- for 12.5 dhurs of land containing a building. Later on, the informant has also paid Rs. 47,00,000/- through cheque in the name of all the petitioners. However, the accused persons neither executed the sale deed nor returned the money.

It is submitted by learned counsel for the petitioners petitioners are innocent and they have falsely been implicated in this case. The agreement was signed by only petitioner Nos. 2 and 3 but other petitioners have also been involved in the present case. The agreement was valid up-to 31st of July, 2019 and in case of non-payment of full consideration amount by 31st of July, 2019, the agreement was to be cancelled. Hence, on completion of date, when the informant did not pay the full consideration amount and refused to purchase



the land, the petitioners sold the property to another person. However, as per agreement, they had a right to forfeit the consideration amount but they paid the said amount of Rs. 68,00,000/- to the informant. Hence, there is no case of cheating arises by any stretch of imagination.

Today, a supplementary affidavit has been filed on behalf of the petitioner bringing on record a copy of the order dated 08.02.2021 to the effect that both the parties have compromised the matter. The photocopy of the order is annexed as Annexure-A to the supplementary affidavit.

In the facts and circumstance of the case, let the petitioners, above named, in the event of their arrest or surrender before the Court below within a period of four weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/-(Ten Thousands) each with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate,



Muzaffarpur in connection with Brahmpura P.S. Case No.
372 of 2019, subject to the conditions as laid down
under Section 438(2) of the Cr.P.C.

The bail bonds of the petitioners will be
accepted by the learned court below after verifying the
fact that petitioners had paid the consideration amount
to the informant and both the parties have compromised
the matter.

(Sunil Kumar Panwar, J)

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