

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.48174 of 2021

Arising Out of PS. Case No.-690 Year-2019 Thana- MUFFASIL District- West Champaran

1. BHULAWAN SAH S/O MOHAN SAH, R/o village- Sargatia, P.S.- Gopalpur, District- West Champaran
2. Dhananjay Sah @ Mithu Sah S/o Mohan Sah, R/o village- Sargatia, P.S.- Gopalpur, District- West Champaran
3. Mohan Sah S/o Late Ramdev Sah, R/o village- Sargatia, P.S.- Gopalpur, District- West Champaran
4. Sharda Devi W/o Mohan Sah, R/o village- Sargatia, P.S.- Gopalpur, District- West Champaran
5. Urmila Devi @ Gita Devi W/o Dilip Sah, R/o village- Sargatia, P.S.- Gopalpur, District- West Champaran

... .. Petitioner/s

Versus

THE STATE OF BIHAR & ANR.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Aditya Nath Jha
For the Opposite Party/s : Mr.Uma Shankar Prasad Singh

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

ORAL ORDER

4 06-09-2022

The learned counsel for the petitioners is directed to remove all the defects pointed out by the office within one month.

Heard the learned counsel for the petitioners as well as the learned counsel for the informant.

The petitioners apprehend their arrest in connection with Bettiah (M) P.S. Case No. 690 of 2019 registered for offence punishable under sections 467, 468, 471, 420 and 406/34 of the Indian Penal Code.



The informant, Ravindra Kumar Verma is a practicing Advocate in Bettiah.

As per allegation, the six named accused persons, including the petitioners assured to transfer their house in favour of the informant for consideration money of Rs. 20,00,000/-. The informant arranged Rs. 14,75,000/- and he handed over it to the co-accused Dilip Sah and a cheque of Rs. 25,000/- was also given by Sanjay Kumar Tiwari, one friend of the informant, in favour of Dilip Sah, but the accused persons failed to execute the sale deed in favour of the informant and they also refused to return his money.

The learned counsel for the petitioners has submitted that the allegation against the petitioners is false and frivolous. They are stated to have entered into an agreement with the informant, but they have not received the consideration money, rather co-accused Dilip Sah has received it and he has been granted regular bail in Criminal Miscellaneous No. 2044/2021. The learned counsel for the petitioners has also submitted that the agreement has been entered into between Dilip Sah and the informant and the petitioners are not signatory of that agreement though as per recital of the agreement, the petitioners have also delivered their consent.



On the other hand, the learned counsel for the informant has submitted that FIR shows itself that the petitioners have been named in the FIR and they refrained from returning the money of the informant.

Admittedly, the consideration money was not received by the petitioners, rather it has been received by co-accused Dilip Sah. The petitioners are not the signatory of that agreement. Though, the learned counsel for the informant has submitted that after receiving the consideration money by Dilip Sah, it was distributed amongst the petitioners also.

The petitioners are not the signatory of the agreement and they have not received the money, rather it has been received by co-accused Dilip Sah, who has been granted regular bail, as such, the petitioners above-named, in the event of their arrest or surrender, within four weeks from today, are directed to be released on bail on furnishing bail bonds of Rs.10,000/- each with two sureties of the like amount each to the satisfaction of learned Bettiah (M) P.S. Case No. 690 of 2019 in connection with Bettiah (M) P.S. Case No. 690 of 2019, subject to condition as laid down under section 438(2) Cr. P.C.

Office shall ensure that all defects are removed by the petitioners within the stipulated time mentioned hereinabove,



failing which, the matter shall be brought to the notice of this
Court.

(Nawneet Kumar Pandey, J)

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