

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.67111 of 2021**

Arising Out of PS. Case No.-158 Year-2019 Thana- GAYA COMPLAINT CASE District-
Gaya

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AMRENDRA KUMAR VERMA S/o Late Vigyaneshwar Prasad Verma
Resident of Mohalla - Brahmani Ghat, Upper Gali, P.S. - Vishnupad, District -
Gaya.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. Jitendra Mohan Singh S/o Late Brijnandan Singh Resident of Village - Gera,
P.S. Muffasil, District - Gaya at present residing at Mohalla - Manpur
Mallahtoli, P.S. - Buniayadganj, District - Gaya.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Sushil Kumar Jha, Advocate
For the Informant	:	Mr. Dr. Kamal Deo Sharma, Advocate
For the Opposite Party/s	:	Mr. Ganesh Prasad Singh, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 18-04-2022 Heard learned counsel for the petitioner, learned
counsel for the informant and learned A.P.P. for the State.

Let the defect(s), if any, be removed within a period
of four weeks after complete start of the physical Court.

The petitioner seeks bail in connection with
Complaint Case No. 158 of 2019 registered for the offences
punishable under Sections 420, 406, 467, 468, 471 and 120(B)
of the Indian Penal Code in which the learned Chief Judicial
Magistrate, Gaya has taken cognizance under Sections 406 and
420 of the Indian Penal Code.

Learned counsel for the petitioner submits that the
petitioner is in custody since 21.09.2021, is a person with clean



antecedent and is aged about 72 years.

The complainant alleges in the complaint petition that there was an agreement for sale of 10 acres of land for which Rs.70,00,000/- has been given in advance but, later on, the complainant came to know that a case is pending with respect to the said land before the learned Sub-Judge and, accordingly, the complainant asked the petitioner to return the amount but the petitioner is not returning the same, as such, the complainant has been cheated by the petitioner.

Learned counsel for the petitioner submits that from bare perusal of the allegation as alleged in the FIR, it would manifest that the dispute is purely of civil in nature. Learned counsel further submits that though the agreement for sale was entered with the complainant but no money was received. Learned counsel further submits that if what has been alleged in the complaint petition is true then definitely the complainant would have resorted to civil proceeding for recovery of the amount because through the criminal proceeding the amount due cannot be recovered. At best, if the petitioner is convicted, he will serve the sentence. Learned counsel further submits that the mode of payment is described in the complaint is cash payment and the petitioner vehemently disputed that he had



given any receiving for any amount as no amount was received.

Learned counsel for the complainant opposes the bail application and submits that the petitioner cheated the complainant by entering into an agreement for sale with respect to a piece of land which was in dispute. Learned counsel for the complainant is not able to meet the submission of the learned counsel for the petitioner that in the event if there was a breach of contract and the complainant intended to get his money recovered then the proper course for him was to resort to civil proceeding and not to a criminal proceeding.

Considering the fact that the petitioner is in custody since 21.09.2021, is a person with clean antecedent, is aged about 72 years and in the nature of dispute, the petitioner, above named, is directed to be released on bail on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Court below where the case is pending in connection with T.R. No. 2055 of 2020 arising out of Complaint Case No. 158 of 2019.

(Satyavrat Verma, J)

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