

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.7425 of 2023

Arising Out of PS. Case No.-533 Year-2021 Thana- GAYA COMPLAINT CASE District-
Gaya

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SHIV KUMAR YADAV S/O LATE CHAITU YADAV R/v- Baigoman, P.S.-
Paraiya, District- Gaya (Bihar)

... .. Petitioner/s

Versus

1. The State of Bihar
2. RAKHI KUMARI W/O RAVI SHANKAR D/O RAJENDRA PRASAD R/o
Mohalla- Gewal Bigha, P.S.- Rampur, District- Gaya (Bihar)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Manish Kumar No.2, Advocate.

For the Opposite Party/s : Mr.Binod Kumar, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 03-05-2023 Heard Mr. Manish Kumar No. 2, learned counsel for

the petitioner and Mr. Binod Kumar, learned Additional Public

Prosecutor appearing for the State.

Petitioner seeks regular bail in connection with
Complaint Case No. 533 of 2021 in which cognizance was
taken under Sections 341, 323, 420 and 406 of the Indian Penal
Code 1860.

As per the complaint lodged by the Complainant it
has been alleged that there was an agreement between the
complainant and the petitioner for sale of a piece of land bearing
Khata No. 3, Plot No. 284 having an area of 38 decimal. The
complainant agreed to purchase the land in question on total



consideration amount of Rs.12,00,000/-. On 1.2.2021 the complainant paid a sum of Rs.11,37,000/- to the petitioner and according to the complainant, the document was handed over to the complainant by the petitioner. The petitioner, however, did not admit the execution and registration of the sale deed.

Learned counsel for the petitioner submits that the petitioner has not committed any offence as alleged and he has falsely been implicated in this case with oblique motive in order to grab the land of the petitioner. He further submits that no such agreement was signed between the parties and the complainant never paid any amount by way of advance towards the consideration amount of the land in question. He next submits that the reason for not admitting the execution of the sale deed or for registration is that the consideration amount was not paid by the complainant.

On the other hand, learned counsel for the complainant vehemently opposed the prayer for regular bail and submits that there was an oral agreement between the parties which was recorded by way of videography and there is evidence of handing over money to the petitioner by the complainant.

Regards being had to the submission made by the



parties and taking into consideration the materials on record and the fact that the petitioner is in custody since 27.8.2022, the videography/electronic material can be looked into during the course of trial and no *prima facie* evidence has been produced before this Court regarding the payment made to the petitioner by the complainant at this stage, I am inclined to grant regular bail to the petitioner.

Accordingly, let the petitioner, above named, be released on regular bail on furnishing bail bonds of Rs.10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of Smt. Neelam Kumari, learned Judicial Magistrate, 1st Class, Gaya, in connection with Complaint Case No. 533 of 2021.

(Anil Kumar Sinha, J)

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