

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.46885 of 2023

Arising Out of PS. Case No.-2455 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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Rajesh Kumar @ Rinku, Son of Om Narayan Singh, Resident of Village-
Karnpura, P.O.-Bairiya, P.S.-Gopalpur, District-Patna

... .. Petitioner

Versus

1. The State of Bihar
 2. Sarvesh Kumar, Son of Sri Suresh Sharma, Resident of Mohalla-
Chitragupta Nagar, Teachers Colony, P.S.-Patrakarnagar, District-Patna
- Opposite Parties

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Appearance :

For the Petitioner	:	Mr. Manish Kumar, Advocate Mr. Nilendu Kumar Choudhary, Advocate
For the State	:	Mr. Ajay Kumar Jha, APP
For the O.P. No. 2	:	Mr. Ravinder Kumar Sharma, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

4 16-10-2023 Heard learned counsel for the petitioner, learned counsel
for the complainant and learned APP for the State.

2. The petitioner in the present case is seeking pre-arrest
bail in connection with Complaint Case No. 2455(C) of 2022 in
which cognizance has been taken under Sections 418, 406 of the
Indian Penal Code. He has no criminal antecedent.

3. As per the prosecution story, the complainant alleges
that he had received information that this petitioner was willing to
sale his land bearing Thana No. 14, Khata No. 97, Survey Plot No.
1735 which the complainant desired to buy but this petitioner
disclosed that he had already executed an agreement for the entire
land with one Sanjeet Kumar Singh. Then the informant contacted
Sanjeet Kumar Singh and again met this petitioner whereafter the



petitioner said that the payment should be made in his name and negotiation was made @ Rs.28,50,000/- per 1200 square feet. On 03.06.2023, an agreement was made between Sanjeet Kumar and the complainant in presence of Rajesh Kumar, he received Rs.24,50,000/- through cheques and cash. The complainant further states that two cheques were given by him of his account and two were of the account of one Sabana Akil which have been encashed by the petitioner in his account. In the meantime, Sanjeet Kumar Singh died whereafter this petitioner is neither executing the sale deed nor returning the amount to the complainant.

4. Learned counsel for the petitioner submits that in the present case, the complainant had entered into an agreement with one Sanjeet Kumar Singh for purchase of a piece of land which belong to the petitioner. So far as the petitioner is concerned, he admits only to the extent that he had received Rs.5,00,000/- in his account from the complainant's account, however, at present he is ready to deposit Rs.10,00,000/- in the learned court below for purpose of grant of pre-arrest bail subject to result of the case.

5. Learned counsel for the petitioner submits that the petitioner has executed as many as seven sale deeds in the name of different persons/purchasers at the instance of said Sanjeet Kumar Singh who unfortunately died during the corona period. On all these sale deeds, said Sanjeet Kumar Singh had himself signed as



a witness for the reason that agreement for sale was between him and prospective purchaser.

6. Learned counsel for the petitioner explains that out of four cheques which are said to have been issued by the present complainant, two cheques belong to the account of the complainant whereas two cheques belong to the account of one Sabana Akil. It is his submission that, however, only one cheque out of four cheques belong to the account of the complainant and the rest belong to the account of Sabana Akil. The petitioner admits that he has encashed two cheques out of four and those were handed over to him by said Sanjeet Kumar Singh on 12.06.2020.

7. Learned counsel for the informant has opposed this application. It is submitted that the petitioner does not dispute the fact that for the land belonging to him with his knowledge one Sanjeet Kumar Singh was entering into agreement with the prospective purchasers and he was receiving the cheques/money for and on behalf of the petitioner. In fact, the petitioner admits that he had received cheque nos. 152285 and 269682 which belong to the complainant from said Sanjeet Kumar Singh and he had encashed both the cheques. It is, thus, submitted that the petitioner and Sanjeet Kumar Singh were dealing in the sale and purchase of land together, the petitioner has received at least Rs.15,00,000/- in



his account which would be evident from the statement of account of the State Bank of India. It is submitted that cheque no. 269683 for Rs.5,00,000/- was provided by the complainant through his friend, namely, Sabana Akil and this has been encashed by the petitioner on 09.06.2020.

8. Learned counsel for the complainant has produced the passbook of Sabana Akil to demonstrate that she had given friendly loan to the complainant which the complainant had returned to her on 21.06.2022. It is further pointed out from the statement of account that the petitioner had encashed cheque no. 269682 for Rs.5,00,000/- from the account of Sabana Akil on 12.06.2020 and cheque no. 152282 and cheque no. 152284 for Rs.5,00,000/- encashed on 09.06.2020 and 18.06.2020 respectively from the account of the complainant. It is submitted that after death of Sanjeet Kumar Singh, now the petitioner is indulged in misappropriation of the amount and he neither executed the sale deed of the land nor he has returned the money.

9. Having regard to the facts and circumstances of the case, considering that the petitioner is at this stage ready to deposit Rs.10,00,000/- (Ten lacs) in the learned court below but the statement of account is showing that he had received at least Rs.15,00,000/- in his account from the complainant and his friend Sabana Akil, this Court called upon the petitioner to deposit



Rs.15,00,000/- with the complainant subject to result of the case, however, learned counsel for the petitioner submits that the petitioner may deposit Rs.10,00,000/- only in the learned court below for purpose of grant of anticipatory bail.

10. In the totality of the circumstances and the various materials, this Court notices that since the petitioner has received Rs.15,00,000/- in his account and he is adamant not to return at least the said amount or to execute the sale deed of the property, this Court is of the opinion that the petitioner does not deserve privilege of anticipatory bail.

11. Prayer for anticipatory bail is, thus, refused.

12. In case, the petitioner surrenders and prays for regular bail within a period of four weeks from today, his prayer for regular bail shall be considered on its own merit without being prejudiced by the order of this Court.

13. This application stands dismissed.

(Rajeev Ranjan Prasad, J)

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