

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.50173 of 2022

Arising Out of PS. Case No.-486 Year-2020 Thana- BIHIA District- Bhojpur

Lal Babu Sharma, Son of Sri Janardan Sharma R/V- Posawa, P.S- Ajiaw
(Gadahani), Dist- Bhojpur

... .. Petitioner

Versus

The State of Bihar

... .. Opposite Party

Appearance :

For the Petitioner/s : Mr. Parmatma Singh, Advocate

For the Opposite Party/s : Mr. Md. Ataur Rahman, A.P.P.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

8 19-05-2023 Heard Mr. Parmatma Singh, learned counsel appearing
on behalf of the petitioner and Mr. Md. Ataur Rahman, learned A.P.P.
for the State.

The petitioner apprehends his arrest in connection with
Bihiya (Bahoranpur) P.S. Case No. 486 of 2020, registered under
Section 406, 420 and 120(B) of the Indian Penal Code.

The prosecution case, in brief, is that the petitioner had
entered into an agreement of sale with the informant with respect to
Khata No. 209, Khesra No. 2465, Area 26 Dhur and 5 Dhurki of
land situated in Udwant Nagar, Bhojpur on total consideration
amount of Rs. 10,80,000/- out of which informant deposited Rs.
5,98,000/- in the bank account of Manu Yadav and Chitrnanjan Singh
and rest amount of Rs. 4,82,000/- was given by the informant, in
cash, to accused Lal Babu Sharma (Petitioner) Mukesh Kumar
Yadav and Ashwani Kumar @ Mantu Yadav.



Learned counsel appearing on behalf of the petitioner submitted that petitioner had entered into an agreement with one Manu Yadav before entering to agreement with the informant Manu Yadav had entered into an agreement with Binda Devi and said Binda Devi has not sold the land in favour of Nilu Devi. The petitioner has been deceived by the Nilu Devi. The petitioner has not denied the fact that he has received the entire consideration amount as mentioned in the F.I.R. out of which Rs. 99,000/- has been returned back to him and he will pay the entire amount with statutory interest and rest amount . Learned counsel further submits that the brother of the informant has directly transferred the total amount of Rs. 5,98,000/- in the account of co-accused Chitranjan Singh for which the petitioner is not liable to return.

Sri Rajendra Nath Sinha, learned counsel appearing on behalf of informant vehemently opposed the prayer for grant of prearrest bail to the petitioner and submitted that petitioner was operating office and was involved in sale and purchase of land and has fraudulently siphoned the money from the local innocent land owner. The original land owner is one Binda Devi and the petitioner in connivance with one Mannu Yadav had committed forgery with the said Binda Devi and the informant by executing an agreement and has gained out of the same. The fact is that Binda Devi has sold land to one Nilu Devi. He further submitted that the petitioner and his staff namely Chitranjan Singh has committed forgery with the



petitioner as would appear from the agreement. The total amount of consideration Rs. 10,80,000/- and in want of any agreement executed by Chitranjan Singh in favour of his brother his brother has transferred the entire amount to the account of petitioner as well as in the account of co-accused Chitranjan Singh, who are responsible to return back the money to the petitioner along with statutory interest by cancelling the deed of agreement. He further submitted that it is not only the informant, who has been deceived by the petitioner rather so many co-villagers have been cheated and several cases are pending against the petitioner as would appear from paragraph no.3 of the bail application.

Learned A.P.P. supported the submission made by the informant.

Having heard the rival submissions of the parties as well as allegation made in the F.I.R. the fact which has emerged that petitioner entered into an agreement to sake a piece of land appertaining to Khata No. 209, Khesra No. 2465, Area 26 Dhur and 5 Dhurki of land situated in Udwant Nagar, Bhojpur for total consideration amount of Rs. 10,80,000/- and to that effect the transaction has also been made. The petitioner accepted that Rs. 99,000/- has been paid to the petitioner and rest amount has been paid to one co-accused Chitranjan. The petitioner cannot denied the fact that co-accused Chitranjan Singh is his associates. This Court finds that petitioner has agreed to return back the entire amount as



per agreement dated 24.09.2019 (Annexure-A to the counter affidavit filed on behalf of the informant) within a period of six months without fail with statutory interest. The petitioner above named is directed to released on pre-arrest bail **provisionally** on such terms and conditions as the learned Court below deems it fit and proper.

In case the entire amount of agreement is returned back within a period of six months from the date of communication of the order, the provisional bail granted to the petitioner shall be confirmed subject to the condition as laid down under Section 438(2) of the Cr.P.C.

The bail application, accordingly, stands disposed of.

(Purnendu Singh, J)

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