

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9217 of 2021**

Arising Out of PS. Case No.-143 Year-2020 Thana- MADHUBANI TOWN District-
Madhubani

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ANIL KUMAR JHA S/O LATE SHRESHTHA NARAYAN JHA R/O VILL
MAHINATHPUR, DUBHI PS BASOPATTI, DISTRICT - MADHUBANI.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. AJAY KUMAR KARN S/O SHREE HRIDAY NARAYAN LAL DAS R/O
MOHALLA - SADAR ASPATAL ROAD, WARD NO. 29, P.S -
MADHUBANI, DISTRICT - MADHUBANI.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Rajendra Narayan, Sr. Advocate Mr. Brajesh Prasad Gupta, Advocate Mr. Satyendra Prasad, Advocate Mr. Giridhar Gopal Tiwary, Advocate
For the State	:	Mr. A.P.P.
For the Informant	:	Mr. Gagan Deo Yadav, Advocate Mr. Ravi Prakash, Advocate Mr. Rajesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

21 03-07-2023 Heard learned Senior Counsel for the petitioner,

learned A.P.P. for the State and learned counsel for the

informant.

The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 341, 323,
420, 406, 504 and 506/34 of the Indian Penal Code as well as
Section 138 of the Negotiable Instruments Act.

Learned Senior Counsel for the petitioner submits that
petitioner has antecedent of three cases as would be evident
from the pleadings made in the supplementary affidavit.



The informant alleges that he is known to the petitioner for the last 5-6 years, further petitioner is involved in the profession of land dealing, next alleges that petitioner approached him with a proposal of land along with the house for a consideration amount of Rs.31 lakhs in 2016, accordingly, the informant paid him the said amount in cash and by cheques and the petitioner assured that registry would be done by 20.11.2019 but the same was not done and the informant later came to know that the petitioner duped him, further when the informant confronted the petitioner, it is alleged that the petitioner issued cheques for an amount of Rs.31 lakhs as detailed in the FIR but on presentation the cheques bounced.

Learned Senior Counsel for the petitioner submits that the petitioner has been falsely implicated in the present case. It is further submitted that the present FIR is nothing but an attempt to coerce the petitioner into submission for parting with the amount of cheques which the petitioner disputes of having issued for the purpose as is being alleged. It is next submitted that if what the informant alleges is correct then he had remedy available in law in terms of the Negotiable Instruments Act. It is also submitted that the informant instead of resorting to remedies available in accordance with law chose to institute the



present FIR when it is a settled principle of law that in cheque bouncing cases an FIR is not maintainable. It is further submitted that petitioner and the informant are known to each other. It is next submitted that petitioner deals in land and the informant was also his associate and in lieu whereof for purchasing land blank cheques were given to the informant for paying the advance money to the intended seller of land and those cheques have been misused and thereafter the present FIR came to be instituted. Learned Senior Counsel also submits that it absolutely does not stand to reason that how the informant in absence of an agreement for sale with respect to the property in question would have parted with such a substantial amount. It is further submitted that buyer is always aware and it absolutely does not stand to reason that when the informant claims that he knows the petitioner then how he was not aware that the property in question was a rented property of the petitioner in which he was staying. Learned Senior Counsel next submits that from perusal of the FIR, it would also manifest that the same does not contain any description of the property which the informant alleges the petitioner had assured of selling which further casts an aspersion on the case of the prosecution.

Learned A.P.P. for the State and learned counsel for



the informant opposed the prayer for anticipatory bail of the petitioner but are not in a position to rebut the submission of the learned Senior Counsel for the petitioner that the amount parted as alleged was in absence of any agreement for sale and the FIR also does not contain the description of the property which the petitioner had assured for selling.

At this stage, learned counsel for the informant submits that from perusal of the allegation as alleged in the FIR, it would manifest that there was an agreement between the petitioner and the informant about the property in question but then the said submission of the learned counsel for the informant is rebutted by the learned Senior Counsel for the petitioner submitting that the allegations are in the realm of allegation and despite filing reply of the anticipatory bail application the informant chooses not to bring the agreement on record which further cast an aspersion on the case of the prosecution.

Considering the submissions made by the learned Senior Counsel for the petitioner, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.10,000/-



(Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned court below where the case is pending/successor court in connection with Madhubani Town P.S. Case No. 143 of 2020, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

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