

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.53979 of 2022

Arising Out of PS. Case No.-955 Year-2021 Thana- FATUA District- Patna

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1. Deo Prasad Singh Son Of Late Kailash Singh R/O Village- Sukulpur, P.S.- Fatuha, District- Patna
 2. Horil Singh Son Of Late Kailash Singh R/O Village- Sukulpur, P.S.- Fatuha, District- Patna
 3. Pramod Kumar Son Of Late Jugesh Kumar R/O Village- Sukulpur, P.S.- Fatuha, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Anand Kumar Son Of Surendra Kumar Lal R/O Village- Sahokhar, P.S.- Sohsarai, District- Nalanda At Present Residing At Mohalla- Kankarbagh, P.S.- Kankarbagh, District- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Binoy Kumar, Advocate
For the Opposite Party/s :	Mr. Upendra Kumar, A.P.P.
	Mr. Rahul Kumar, Advocate
	Mr. Mohit Agarwal, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

11 03-08-2023 Heard learned counsel for the petitioners, informant and the State.

2. Petitioners apprehend arrest in a case registered for the offences punishable under Sections 341, 419, 420, 385, 387, 406, 467, 468, 471, 504, 506/34 of the Indian Penal Code.

3. Prosecution case, in brief, is that these petitioners, along with other F.I.R. named accused persons, executed an agreement for sale in favour of the informant in respect of an area of 56 *Katha* 175 Dec. in Plot NO. 169, 170 under Khata No. 56 situated at Mauja Kutubpur P.S.- Fatuha District- Patna. It is alleged that at the time of execution of the agreement, these



petitioners and other accused persons received Rs. 10,00,000/- (Rs. Ten Lacs) jointly from the informant. After some time, petitioner Nos. 2 and 3 received Rs. 2,00,000/- (Rs. Two Lacs) each through cheque from the informant's partner, namely, Vikash Kumar and co-accused Mahesh Kumar also received Rs. 1,00,000/- (Rs. One Lac) through cheque. It is further alleged that when the informant requested to execute the sale deed after receiving the said amount but these petitioners refused to execute the same.

4. It is submitted that allegations against these petitioners are general and omnibus. As a matter of fact, these petitioners jointly executed an agreement for sale dated 26.08.2019 in favour of the informant and at the time of execution, these petitioners have received Rs. 10,00,000/- (Rs. Ten Lacs) and further received Rs. 2,00,000/- (Rs. Two Lacs) on 23.09.2020 and endorsement was made on the agreement for 11 months from the date of execution (photocopy of the agreement for sale dated 26.08.2019 annexed as Annexure-2 to the petition). It is further submitted that during pendency of the case, both the parties have already compromised the case and Rs. 10 lacs has already been given to the informant during the compromise on 22.12.2022 (photocopy of compromise petition



dated 22.12.2022 annexed as Annexure-3 to the supplementary affidavit). It is further submitted that merely failure on the part of the petitioners to keep up the promise does not amount to offence of cheating. It is essentially a case of civil dispute.

5. However, counsel for the informant opposes the prayer for bail and submits that after entering into an agreement and after receiving advance, these petitioners refused to execute the land in question. He also disputes about the so-called compromise petition.

6. Considering the aforesaid facts and circumstances of the case, this anticipatory bail is allowed and it is ordered that let the above named petitioners in the event of their arrest/surrender before the court below within a period of six weeks from today, be enlarged on bail on furnishing bail-bond of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of Additional Chief Judicial Magistrate, Patna City in connection with Fatuha P. S. Case No. 955 of 2021, subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure.

(Prabhat Kumar Singh, J)

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