

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58761 of 2022

Arising Out of PS. Case No.-69 Year-2021 Thana- LALGANJ District- Vaishali

Ravi Ranjan Kumar @ Ravi Ranjan Prasad Sahu, Son of Yogendra Prasad Sahu Resident of Village- Kanchanpur Dhanushi, P.S.- Lalganj (Kartaha O.P.), District- Vaishali

... .. Petitioner/s

Versus

The State Of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Ms. Bela Singh, Advocate Mr. Rajeev Ranjan, Advocate
For the Opposite Party/s	:	Mr. Kumar Veerendra Narayan, A.P.P.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

7 15-05-2023 Heard Ms. Bela Singh, learned counsel assisted by Mr. Rajeev Ranjan, learned counsel appearing on behalf of the petitioner and Mr. Kumar Veerendra Narayan, learned A.P.P. for the State.

2. The petitioner apprehends his arrest in connection with Lalganj P.S. Case No. 69 of 2021, registered under Sections 406, 420, 467, 468 and 471 of the Indian Penal Code.

3. The prosecution case, in brief, is that an agreement was entered into between Ravi Ranjan Kumar (Petitioner) and Lotus Shree Business India, Limited, Patna through its one of the directors namely Smt. Sushma Sinha, wife of Anil Kumar Sinha with regard to 53 acres 05 decimals



of land at the rate of Rs. 5,20,000/- per bigha. Thereafter, petitioner received money on several dates, but refused to execute the sale deed.

4. Learned counsel appearing on behalf of the petitioner informs this Court that the alleged agreement dated 19.09.2012 was never entered into by the petitioner, rather, by forging his signature and illegal instrument agreement has been prepared on a Non Judicial Stamp of Rs. 50/- relating to several Khata and Khesra numbers. He further submitted that the details of the land, which has been mentioned in the said agreement do not belong to the petitioner and the same can also be verified from the revenue records. He further submitted that the informant has executed the agreement allegedly with the petitioner, however, the informant has nowhere stated in the deed of agreement with respect to such authority given to her by the Board of Directors of the company namely Lotus Shree Business India, Limited, Patna. Learned counsel further submitted that law is well settled that if a director of the company is required to perform any duty on behalf of the company, the same has to be resolved in the meeting conducted by the Board of Directors. It is further submitted that no such authorization or the minutes of the meeting of the company has



been referred with F.I.R. the allegation is not sustainable. He further submits that he has not put loss to the company.

5. Learned counsel appearing on behalf of Opposite Party No. 2 submitted that the lands mentioned in the agreement are owned by the petitioner and petitioner after receiving Rs. 64,30,000/- from the informant refused to execute the sale deed in favour of the informant.

6. Learned A.P.P. for the State has vehemently opposed the prayer for grant of pre-arrest bail to the petitioner.

7. Considering the rival submissions of the parties, this Court only arrived to the conclusion that the allegation made against the petitioner by the one of the director of the company in absence of any authorization or any reference of the minutes of the meeting of Board of Directors of the company authorizing the informant to execute the agreement prima facie cannot be substantiated. The parties have remedy before the competent Civil Court for performance of the agreement. The petitioner has denied that he has executed the deed of agreement on 19.09.2012 and he has also denied the signature alleged to be made by him on the said agreement. The petitioner has lodged Complaint Case No. 1728 of 2021. Considering the nature of allegation made in the F.I.R., prima facie the petitioner has



made out a case to be released on pre-arrest bail.

8. Let the above named petitioner, be released on bail, in the event of his arrest or surrender before the learned Court below within a period of four weeks from today, on furnishing bail bond of Rs. 50,000/- (Fifty thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-IX, Vaishali in connection with Lalganj P.S. Case No. 69 of 2021, subject to the condition as laid down under Section 438 (2) of the Cr.P.C.

(Purnendu Singh, J)

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