

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65850 of 2023

Arising Out of PS. Case No.-231 Year-2022 Thana- GURARU District- Gaya

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1. Niranjan Kumar Awasthy S/O Late Dayashankar Awasthi R/O Village- Bara, P.S- Guraru, Distt.- Gaya Present Residing At House Of Anoop Kumar Gupta, M/S Ratan Furniture, G.B. Road, Gaya.
 2. Ajit Kumar S/O Niranjan Kumar Awasthy R/O Village- Bara, P.S- Guraru, Distt.- Gaya Present Residing At House Of Anoop Kumar Gupta, M/S Ratan Furniture, G.B. Road, Gaya.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Shashi Kumar S/O Mahesh Shankar Vidyarthi R/O Buddha Bihar Road No. 3 (surheri), P.S- Muffasil, Distt.- Gaya.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Chhote Lal Mishra Mrs.Jyoti Prasad
For the Opposite Party/s	:	Dr.Mrityunjaya Kr.Gautam

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

2 17-10-2023 Heard learned counsel for the petitioners and learned
A.P.P. for the State.

2. The petitioners apprehend their arrest in a case registered for the offence under Sections 406, 420, 467, 468/34 of the Indian Penal Code.

3. As per F.I.R., allegation against these petitioners is that they alongwith other co-accused persons, dishonestly by playing fraud, made a paper of 31 decimal of land, whereas they had only 18 decimal of land in their possession, for which, they



received an amount of Rs. 1.5 crore from the informant and thus, cheated him. It is further alleged that when informant demanded his money, the accused persons refused to return the money.

4. It is submitted on behalf of petitioners that the dispute is purely of a civil nature. It is true that both parties entered into an agreement for sale and purchase of land in question, but according to agreement, the opposite party no. 2 failed to pay agreement amount. The opposite party no. 2 issued cheque in favour of one of the co-accused Niranjana Kumar Awasthi, but the said cheque stood dishonoured due to insufficient fund. It is further submitted that in this regard, the informant has filed a title suit against petitioners, vide Title Suit No. 1070 of 2022 in the court of learned Sub Judge – I, Gaya. It is further submitted that mere breach of contract does not give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction. Merely on the allegation of failure to keep up promise will not be enough to initiate criminal proceedings.

5. Learned A.P.P. for the State has opposed the bail petition.

6. Considering the aforesaid facts and circumstances,



let the above named petitioners, in the event of their arrest/surrender within a period of six weeks from today, be enlarged on bail on furnishing bail-bonds of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate 1st Class, Gaya in connection with Guraru P.S. Case No. 231 of 2022, subject to condition as laid down under Section 438(2) of the Code of Criminal Procedure.

(Prabhat Kumar Singh, J)

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