

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.62143 of 2022

Arising Out of PS. Case No.-543 Year-2021 Thana- AKBARPUR District- Nawada

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SANJAY KUMAR SINHA S/O RAMSWAROOP RAUT Resident of village-
Ledha, P.S.- Akbarpur, District- Nawada.

... .. Petitioner/s

Versus

The State of Bihar Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Birendra Kumar, Adv.

For the Opposite Party/s : Mr. Anuj Kumar Shrivastava, Adv.

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

6 15-05-2023 Heard Mr. Birendra Kumar, learned counsel appearing
on behalf of the petitioner and Mr. Anuj Kumar Shrivastava,
learned counsel appearing on behalf of the informant.

The petitioner apprehends his arrest in connection with
Akbarpur P.S. Case No. 543 of 2021, dated 28.08.2021, registered
under Sections 419, 420, 467, 471 of the I.P.C.

The prosecution story in brief is that an agreement was
entered between the parties in the year 2017 with respect to land
owned by the petitioner and purchased by the informant. The
further allegation is that in spite of the total amount of
consideration having been paid to the petitioner, the petitioner had
deliberately not executed sale deed in favour of the informant.

Learned counsel appearing on behalf of the petitioner
submits that out of total consideration of Rs. 32,01,000/- only Rs.



6,51,000/- has been paid to the petitioner by both mode i.e. R.T.G.S. as well as in cash. No evidence has been brought along with F.I.R. with respect to the amount of Rs. 15,00,000/-. The current value of the land is more than what was at the relevant point of time when the petitioner had entered into an agreement. Considering the fact that rate of land in the area has enhanced as well as the fact that the informant had admitted that he has not deposited the entire amount of agreed amount in terms of agreement. Petitioner does not deserves to be released on bail.

He further submits that the agreement is of the year 2017 and the informant had not deposited the entire amount. Due to not deposit of the entire amount the petitioner could not executed the sale deed in favour of the informant.

Learned counsel appearing on behalf of the Informant submits that as per the agreement the informant is still ready to deposit the rest consideration amount as he has already deposited Rs. 21,50,000/-, but he admits that even if any dues remains the informant is ready to deposit.

Having heard the rival submission of the parties, considering the dispute as arose out to not perform of an agreement of sale, the parties have civil remedy before the appropriate Civil Court with respect to their respective grievance and claim. They can adduce documents before the concerned Civil



Court for execution of sale deed by the petitioner after executing the sale deed in terms of any agreed terms.

Considering the facts and circumstances of the case, 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. 10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned C.J.M., Nawada in connection with Akbarpur P.S. Case No. 543 of 2021, subject to the condition as laid down under Section 438 (2) of the Cr.P.C.

The Court below is directed to verify the criminal antecedent of the petitioner and if it is found that the petitioner is involved in some other case as what has been stated in paragraph no. 3 of the bail application, this order will automatically loose its force.

(Purnendu Singh, J)

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