

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.70955 of 2022

Arising Out of PS. Case No.-177 Year-2022 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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VIKRAM KUMAR Son of Omprakash R/o Bank Road, Raxaul, Ward No. 6,
P.S.- Raxaul, District- East Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Abhishek Kumar Son of Late Satyadeo Prasad R/o Ashram Road, Raxaul
Ward No. 9, P.S.- Raxaul, District- East Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Mrigank Mauli, Sr. Adv. Mr. Ratnesh Kumar Singh
For the Opposite Party/s	:	Mr. Shyameshwar Dayal Mr. Dilip Tandon

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 15-05-2023 Heard the parties.

The petitioner apprehends his arrest in connection with Complaint Case No. 177 of 2022 (Enquiry No. 38 / 2022 & C.I.S. No. 177 / 2022) dated: 19/05/2022 registered under Section 406, 420, 467, 468, 471, 384, 387, 504, 506 of the I.P.C.

As per the complaint, the petitioner entered into an agreement for sale with the complainant for purchase of a piece of land pertaining to Khata No. 170, Khesara No. 186 measuring 03 dhur for a total consideration amount of Rs. 2,26,50,000/-. It has been alleged that after receipt of the



advance amount the petitioner refused to execute the sale deed and sold the land in favour of third party on a higher price.

Mr. Mrigank Mauli, learned senior counsel for the petitioner submits that petitioner has falsely been implicated in this case. When the complainant failed to abide by the terms of the contract and did not pay the balance consideration amount to the petitioner within stipulated time frame, the petitioner decided to return the advance amount in favour of the complainant and accordingly, a written agreement was executed as would be evident from Annexure-6 to this application. He next submits that out of Rs. 8405100/- petitioner has already refunded Rs. 81 lakh to the complainant which has been acknowledged by the complainant.

On the other hand, Mr. Dilip Tandon, learned counsel for the complainant while opposing the bail application submits that the signature of the complainant on the acknowledgment receipt as mentioned in Annexure-6 to the bail application is forged and fabricated and the complainant had never received the amount and put his



signature as claimed by the petitioner.

In reply, learned counsel for the petitioner submits that the signature of the complainant is already there on the revenue tickets and the balance amount of Rs. 305100/- shall be refunded to the complainant within three months from today.

Regard being had to the submission made by the parties, taking into consideration the material on record, the fact that claim of the petitioner is that he has already returned the advance amount in favour of the complainant and the balance amount will be refunded to the complainant within three months, I am inclined to grant anticipatory bail to the petitioner subject to the condition that petitioner shall deposit the balance amount of Rs. 305100/- in the concerned court within three months from today. The amount deposited by the petitioner shall be kept by the concerned court in schedule Bank in interest bearing fixed deposit instrument. The amount deposited shall be subject to the final outcome of the trial.

Let the petitioner, above named, be released on anticipatory bail in the event of arrest or surrender before



the court below within a period of four weeks from today on furnishing bail bond of Rs. 20000/- (rupees twenty thousand) with two sureties of the like amount each to the satisfaction of learned SDJM, Raxaul at Motihari in connection with Complaint Case No. 177 of 2022 (Enquiry No. 38 / 2022 & C.I.S. No. 177 / 2022) subject to the condition as laid down under Section 438 (2) of the Cr.P.C.

(Anil Kumar Sinha, J)

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