

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.895 of 2023**

Arising Out of PS. Case No.-417 Year-2021 Thana- BIHTA District- Patna

1. AJAY KUMAR PANDEY Son of Sant Kumar Pandey Resident of Village - Basanpur, Belaon, P.S. and District - Buxar, At present residing at New Mainpura, Pragati Nagar, P.S.- Danapur, District - Patna.
2. Rajesh Kumar Son of Parmeshwar Prasad @ Parmeshwar Ray Resident of Village - Usari Khurd, P.S.- Sahpur, District - Patna.

... .. Petitioners.

Versus

1. The State of Bihar.
2. Sumant Ghosh, son of Late Surendra Nath Ghosh, 246 S.B. Gosal Road, Asansol, West Bengal, at present Principal, D.A.V. Public School, IGIMS Campus, P.S. Shastri Nagar, Patna-14.

... .. Opposite Party/s

**Appearance :**

|                    |   |                                  |
|--------------------|---|----------------------------------|
| For the Petitioner | : | Mr. Sarvadeo Singh, Advocate     |
| For the O.P. No.   | : | Mr. Anil Kumar Singh, Advocate   |
|                    |   | Mr. Sanjay Kumar Singh, Advocate |
| For the State      | : | Mr. Jharkhandi Upadhyay, APP     |

**CORAM: HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN**  
**C.A.V. ORDER**

7      25-08-2023      Heard the parties.

2. The petitioners apprehend their arrest in connection with Bihta P.S. Case 417 of 2021 registered for offence u/s 406, 420, 467, 468, 471, 120B, 504, 506/34 of IPC.

3 (i). As per the prosecution case, Informant, Sumant Ghose, Principal, D.A.V. Public School, IGIMS Campus, Patna alleges that as per necessity of land for school, the Management Committee of the D.A.V. Delhi decided to purchase a piece of land in Patna. It was mutually agreed that the School Authorities will purchase 2 acres of land which approximate cost was Rs.



2,08,00,000/- . The School Authorities purchased one acre of land amounting to Rs. 1,04,00,000/- from the petitioners and after performing all the formalities of sale and purchase of the said land, the petitioners made a registry in the favour of the School Management Committee. After the registry, the School Authority constructed a boundary wall which costs Rs. 16,00,000/-.

(ii) Informant further alleged that when he went on the said land with the architect, then he saw a factory was running on the said piece of land and the board of school had been removed and the paint of the guard room was also changed. Later, it was found that the factory which was running over the part of said land belongs to one Awadesh Babu and when Informant made contact with him, he told that the said piece of land belonged to him and he never sold the same to anyone. When asked about the paper of the said land, he got infuriated and refused to place any paper before the informant. Later on, nearby persons disclosed that the said land is Gairmazarua.

(iii) Informant further alleged that petitioners got the registry of the land in question by showing forged and fabricated documents under conspiracy and embezzled an amount of Rs. 1.04 Crore of the School Authorities and the School Authorities



had also spent an amount of Rs 22.00 Lakhs in the registry of land as well as Rs. 16.00 Lakhs in the construction of the boundary wall. When the informant asked the petitioners to return the amount, they abused and threatened him.

4. Learned counsel for petitioners submits that the petitioners are innocent and have been falsely implicated in this present case. Petitioners executed the sale deed of land in question in the favour of D.A.V. School Management Committee, New Delhi on 13/12/2014. The aforesaid land under Mauza - Sadisopur, Tauzi No. 27990, Thana no. 62, Khata no. 234, Plot no. 908 having area of one Acre is the part of purchased land of the petitioners through registered sale deed dated 21/10/2010 jointly executed by Most. Sharda Gupta, wife of Late Binod Prasad and Most. Vimla Devi, wife of Late Basudev Prasad. After purchasing the said land, petitioners came into possession and the land was mutated in their name and accordingly Jamabandi 6/1 year 2014-15 was created in the name of the petitioners and later on land possession certificate was also issued by Circle Officer, Sahpur. The Petitioners have fair and clean antecedent.

(i). He further submits that after purchasing the said land, the School Authorities came into possession and constructed a



boundary wall over the land without any disturbance or without any objection by anyone. Even after construction of boundary wall over the said land in the year 2014, the purchaser, the School Authorities, did not submit his application for mutation of the said land before the competent authority, and the Jamabandi is still running in the name of petitioners. One Awadesh Babu encroached the said land by taking the advantage of negligence on part of the purchaser itself only and he has neither produced any documents in his support nor taken any action against the said encroacher, Awadesh Babu rather filed this instant case against the petitioners.

(ii). He lastly submits that the petitioners have neither cheated the informant nor placed any forged documents to the informant at the time of registry, rather the said land was sold on the basis of valid and genuine documents. On bare perusal of the fardebeyan, it reveals that some unknown and influential person of the area has grabbed the land of the informant and for which only land grabber should have been made accused but informant had accused the petitioners and not the alleged land-grabbers or prosecuted them. The present case is purely civil in nature and the petitioners bear no criminal liability, therefore they may be enlarged on Anticipatory Bail.



5. Learned APP for the State as well as learned Counsel for Opposite Party no. 2 opposed the bail application by submitting that the petitioners have cheated a huge amount of money from the School Authorities. Learned counsel for opposite party no. 2 submits that the sale deed and the other land related documents in the names of petitioners are forged and fabricated which are part of F.I.R. itself.

(i). Learned counsel for the opposite party no.2 further submits that the School Authorities are compulsorily required of 2 Acres of land for obtaining approval from the CBSE. Petitioners have assured the then School Authorities that they are the absolute owner of the land measuring 2.43 Acres, believing it to be true school Authorities agreed to purchase the land. The Petitioners executed a sale deed on 13/12/2014 with respect to plot no. 908 measuring an area of one acre at the cost of Rs. 1.04 Crore and the petitioners assured the School Authorities that some correction is required in the Revenue Record in the remaining plot for which they have already submitted an application before competent authority as the land of plot no. 907 has wrongly been incorporated in the name of state of Bihar. The petitioners also promised that after the correction another sale deed will be executed for the rest of one acre of land. On the promise made



by the petitioners the School Authorities paid Rs. 1.04 Crore and purchased one acre of land, subsequently the school Authorities proceeded for the constriction of the boundary wall, but there was a protest by the villagers then petitioner no.1 assured School Authorities that he will get the boundary wall constructed and he submitted an application before the Circle Officer on 04/02/2016 stating therein that he had purchased 2 acres 43 decimal of land and some antisocial elements are creating troubles.

(ii). He further submits that during course of investigation large number of witnesses have categorically supported that the claim of the petitioners with respect to 2 acres 43 decimals of land is concern is false. It also came in evidence during investigation that Awadesh Babu was instrumental in the construction of the boundary wall of the School and the supervising authorities also doubted the involvement of Awadesh Babu. When the informant after the purchase of the said land approached the revenue authorities for mutation of the said land in the name of school then only they came to know about the mischief committed by the petitioners and when the School Authorities approached the petitioners both of them promised that they will refund the entire amount and expenditure incurred to the school authorities,



but the petitioners failed to obey their promise. Thereafter, the informant lodged the present F.I.R. Before the learned Court below, during the hearing of bail application, they were ready to pay the entire amount in three installments.

(iii). He lastly submits that the petitioners with dishonest intention caused a loss of huge amount to the school Authorities and they have illegally cheated the school authorities on the basis of forged and fabricated documents. Accordingly, it is prayed that petitioners do not deserve anticipatory bail.

6. After hearing rival submission of the parties and on perusal of record, it appears that DAV Schools are being run and managed by DAV College Managing Committee, Chitragupta Road, Paharganj, New Delhi and it runs a large number of educational institutions all over India without taking any aid/grant from the Government. The present school DAV IGIMS Campus is being run in the premises of IGIMS upon the land and building provided by the IGIMS to facilitate the employees for providing quality education within the campus itself. At present, it is primary level school and on account of increase in the number of students, it becomes necessary and desirable for extension of the school. For extension of the school building the then Principal was authorized to negotiate a suitable land and



during course of search both the petitioners approached the then Principal and produced the copy of the sale deed dated 21.10.2010 executed in their favour by the land owner with respect to 2 acres 43 decimals of land. It is not in dispute that the local authorities of the DAV including the Regional Director visited the land and agreed to purchase the same. Believing that the petitioners are absolute owner of the land, the school authorities agreed to purchase the land and the sale deed was executed on 13.12.2014 for an area of 1 acre of land. Subsequently, when the school authorities proceeded for the construction of the boundary wall, there was protest by the villagers then the petitioner no.1 assured the school authorities that he will get the boundary wall constructed. When the school authorities approached the revenue authorities for mutation of the land in the name of the school only then they came to know about all the mischief committed by the petitioners. Both the petitioners have promised that they will refund the entire amount and expenditure to the school authorities but they failed to obey their promise. Even in course of hearing of the bail application as also in the learned court below on behalf of the petitioners it was promised that they are willing/ready to pay the



entire amount in three installments but nothing has been done by them.

7. During course of hearing of this application, one thing has perturbed me is that on each and every date the petitioners have changed their counsel. Altogether three counsels have represented the petitioners on different dates. On one day, the petitioners agreed to return the entire amount to the School Authorities and learned counsel for the petitioners sought time to seek instructions, but, on the next date of hearing, they were represented through different counsel and the counsel appearing on behalf of the petitioners totally retracted from the statements made during the previous hearing. Thus, during the entire hearing of this bail application, the petitioners have been represented through three different counsels and each time their submissions contradicted from their own previous submissions. Thus, the conduct of the petitioners is apparent that they are playing hide and seek. From the conduct of the petitioners, it also appeared that they failed to repose their confidence in one counsel.

8. Although, it is a matter of civil dispute but the petitioners have committed forgery and cheated a huge amount from the school Authorities and their conduct is *actus reus*, I am not



inclined to enlarge the petitioners on Anticipatory Bail. Their  
prayer for anticipatory bail is hereby rejeted.

**(Anjani Kumar Sharan, J)**

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