

Arising Out of PS. Case No.-624 Year-2018 Thana- PURNIA COMPLAINT CASE District-
Purnia

... .. Petitioner/s

1. The State of Bihar
2. Md. Abbas Son of Late Md. Halim Resident of Village- Patraha, P.S.- B. Kothi, District- Purnia

... .. Opposite Party/s

For the Petitioner/s : Dr. Bidhu Ranjan
For the Opposite Party/s : Mr. Navin Kumar Pandey

3 28-08-2024 1. Heard learned counsel for the petitioners, learned
A.P.P. for the State and learned counsel appearing on behalf of
the OP No. 2.

2. The petitioners apprehend their arrest in connection with Complaint Case No. 624 of 2018 registered for the offences punishable under Sections 406, 420, 323, 279 and 34 of the Indian Penal Code.

3. Learned counsel for the petitioners submits that the petitioners are innocent and have been falsely implicated in the instant case by the informant. It is next submitted that on 16-7-



2014, the informant entered into an agreement for sale for purchasing a land with the mother of the petitioners. As per the agreement of sale, the mother of the petitioners had agreed for selling her 3 kathas 14 dhurs of land at the rate of Rs. 5,40,000/- out of which, the complainant paid an amount of Rs. 2,14,000/-, but then the mother of the petitioners died, as such, the sale deed could not be executed.

4. The learned counsel for the petitioners submits that since their mother died, who was the owner of the land, as such, the sale deed could not be executed. It is also submitted that as per agreement for sale dated 16-7-2014, it was agreed in between the informant and mother of the petitioners that in the event, if the entire payment is not made within a period of two years from the date of agreement for sale, in that event, the money would be forfeited. It is further submitted that the mother of the petitioners died in the year 2016.

5. The learned counsel appearing on behalf of OP No. 2 opposes the anticipatory bail application and submits that what is not in dispute but rather stands admitted is that informant entered into an agreement for sale with the mother of the petitioners on 16-7-2014, but then the copy of the agreement for sale is not on record. It is also submitted that even



presuming what has been submitted by the learned counsel for the petitioner is true, in that event, the mother of the petitioners died in the year 2016, but then it is submitted that date of death of the mother of the petitioners has not been disclosed in the anticipatory bail application for the reason that she died prior to completion of two-year period as stipulated in the agreement for sale, as such, the submission made on behalf of the learned counsel appearing on behalf of the petitioners that the money would be forfeited does not have any legs to stand. It is next submitted that petitioners only with an intention to misappropriate the amount which his mother had received in terms of the agreement are taking a bald plea, but does not dispute that their mother received Rs. 2,14,000/-.

6. At this stage, the learned counsel appearing on behalf of the petitioners submits that the agreement for sale ought to have been made part of the complaint on which the learned counsel appearing on behalf of the OP No. 2 submits that if a mistake was committed by the complainant in not annexing the agreement for sale, was it not the duty of the petitioners to bring the same on record in the instant anticipatory bail application for proving their case that time was the essence of the contract. It is submitted that since time was not the



essence of the contract, as such, deliberately the agreement for sale was not annexed with the anticipatory bail application which amounts to misleading the Court.

7. Considering the submissions made by the learned counsel appearing on behalf of the OP No. 2, the Court is not inclined to extend the privilege of anticipatory bail to the petitioners.

8. Accordingly, the prayer for anticipatory bail of the petitioners is rejected.

(Satyavrat Verma, J)

SUMIT/-

U		T	
---	--	---	--

