

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.19314 of 2024

Arising Out of PS. Case No.-679 Year-2022 Thana- PURNIA COMPLAINT CASE District-
Purnia

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1. Manisha Sahay, Wife Of Ravi Ranjan Sahay Resident Of Rang Bhumi Maidan, P.O.-Purnea, P.S.-K.Hat, District-Purnea, Bihar.
 2. Ravi Ranjan Sahay, Son Of Late Ras Bihari Sahay Resident Of Rang Bhumi Maidan, P.O.-Purnea, P.S.-K.Hat, District-Purnea, Bihar.

... .. Petitioner/S

Versus

The State Of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Brajesh Kumar Tiwari

For the Opposite Party/s : Mr.Mohammad Sufyan

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 04-07-2024 1. Heard learned counsel for the petitioners and
learned APP for the State.

2. The petitioners seek bail in anticipation of their
arrest in a case registered for the offences punishable under
Section 406 of the Indian Penal Code.

3. The learned counsel for the petitioners, at the
outset, submits that petitioners are persons with clean
antecedent and are husband and wife and from perusal of the
office report dated 28.06.2024, it would manifest that the same
records that the Postal Peon reported that the receiver did not
meet at the given address after repeated visits and family
members refused to take the notice.



4. In view of the office report dated 28.06.2024, the notice is deemed to have been validly served.

5. The learned counsel for the petitioners submits that from perusal of the allegation as alleged in the complaint, it would manifest that a purely civil dispute has been given a criminal colour. It is next submitted that the complainant alleges that he had entered into an agreement for sale with the petitioners on 29.12.2021 for purchasing 02 Bigha, 15 Kattha and 14 dhooors of land at the rate of Rs.5 Lac per kattha within 10 months of the date of signing of the agreement for sale. It is further alleged that the complainant also gave Rs.6 Lacs for the *Shradh* of mother in-law of the petitioner no.1. It is next alleged that the petitioners did not execute the sale deed despite entering into an agreement for sale and thus, misappropriated an amount of Rs.11 Lacs.

6. The learned counsel for the petitioners submits that the complainant had entered into an agreement for sale with the petitioners on 29.12.2021 for purchasing their land within the time stipulated in the said agreement, but then, complainant did not pay the amount as agreed within the stipulated time, as such, the petitioners sold the said land to different persons including one Sunil Kumar Mehta by executing a sale deed after



29.12.2021. It is submitted that the petitioners were completely unaware that the complainant had already entered into an agreement for sale with Sunil Kumar Mehta with respect to the land of the petitioners which he intended to purchase as detailed in the agreement for sale dated 29.12.2021. It is submitted that when petitioners sold the part of the land to Sunil Kumar Mehta, then this fact came to their notice that he had already given an amount of Rs.11 Lacs to the complainant for purchasing the land of the petitioners. The said fact was also confirmed by the complainant, as such, it is submitted that the petitioners sold their land to Sunil Kumar Mehta and the amount of Rs.11 Lacs with Sunil Kumar Mehta had given to the complainant was adjusted by him while purchasing the land of the petitioners. It is thus submitted that the amount of Rs.11 Lacs which the complainant had given to the petitioners got adjusted when they sold their land to Sunil Kumar Mehta.

7. The the learned counsel appearing on behalf of the petitioners next submits that inadvertently at Para-12, it has been pleaded that petitioners are ready to return only Rs.11 Lacs which they had taken by way of advance when it ought to have been that the amount of Rs.11 Lacs which the petitioners had taken by way of advance from the complainant got adjusted



when they sold their land to Sunil Kumar Mehta.

8. The learned counsel for the petitioners further submits that this perhaps explains why the notice was not received by the opposite party no.2 and his family members also refused to take the notice as the complainant was aware that this fact would come to the fore. It is further submitted that had the petitioners owed Rs.11 Lacs to the complainant, in that event, the complainant would have definitely taken the notice to contest the case.

9. It is further submitted that petitioners will not abscond rather will cooperate in the trial.

10. Learned A.P.P. opposes the anticipatory bail application.

11. Considering the submissions made by the learned counsel for the petitioners, the petitioners, above-named, in the event of their arrest or surrender before the learned Court below within a period of six weeks, are directed to be released on bail on their furnishing bail-bonds in the sum of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, First Class, Purnea in connection with Complaint Case No.679 of 2022, subject to the conditions laid down under



Section 438(2) of the Cr.P.C.

12. The application stands allowed.

(Satyavrat Verma, J)

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