

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27099 of 2024

Arising Out of PS. Case No.-260 Year-2023 Thana- PURNIA COMPLAINT CASE District-
Purnia

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Bhanu Bhaskar Son Of Kailash Prasad Bhagat @ Kailash Bhagat, Mohalla-
Tatma Toli Near Chhat Pokhar Rajni Chowk, Thana -K.hat (sahayak),
District -Purnea

... .. Petitioner/s

Versus

1. The State of Bihar
2. Dr. Vinod Son Of Late Kamleshwari Prasad Resident Of Village- Hotel Ravi
Vinay Private Ltd. Batta Bazar Barihat Road, Ps- K. Hat (SAHAYAK) Dist-
Purnea, P/A- Village And Po And Ps- Bihariganj, Dist- Madhepura

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Ram Prawesh Kumar, Advocate
For the State	:	Ms. Anita Kumari, APP
For the Complainant	:	Mr. N. K. Agrawal, Sr. Advocate Mr. Bidhu Ranjan, Advocate

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CORAM: HONOURABLE MR. JUSTICE JITENDRA KUMAR
ORAL ORDER

2 20-05-2024 Heard Ld. counsel for the petitioner and

Ld. APP for the State as well as Ld. counsel for the
Complainant.

2. The petitioner apprehends his arrest in connection
with Complaint Case No. 260 of 2023 dated 01.02.2023
registered for the offences punishable under Sections 406, 420,
468, 504, 506 and 120B of the Indian Penal Code.

3. As per the allegation an agreement for sale has been
made in between the complainant and co-accused Ravi
Mukherjee for six kathas of land. The total consideration



amount was fixed at Rs.2,22,06,000/- and the complainant paid total amount of Rs.66,30,000/- to co-accused Ravi Mukherjee through cheques and RTGS but the accused Ravi Mukherjee has not executed the sale deed.

4. Learned counsel for the petitioner submits that the petitioner is innocent and has falsely been implicated in this case on the basis of the contract for sale. He further submits that the contract for sale was executed between the complainant and co-accused Ravi Mukherjee and part payment of consideration amount was paid but on account of failure to pay the rest amount, the sale deed has not been executed by the co-accused. Hence, the present complaint for offence punishable under Sections 406, 420, 468, 504, 506 and 120B of the Indian Penal Code. He further submits that just petitioner is witnessed to the agreement for sale and as per the alleged facts and circumstances, no offence is made out. In fact, this is a case of civil dispute. Moreover the petitioner is only a witness to the agreement for sale and no way he is involved in the alleged offence.

5. It has also been stated in paragraph no.3 of the bail petition that the petitioner has no criminal antecedent.

6. It is also stated in paragraph no. 2 of the petition



that petitioner has never moved before this Hon'ble Court for grant of Anticipatory Bail or Regular Bail.

7. However, Ld. APP for the State and Ld. counsel for the Complainant vehemently opposed the prayer of the petitioner for bail.

8. Considering the aforesaid facts and circumstances of the case, this application is allowed, directing the petitioner above named, to be enlarged on bail in the event of his arrest or surrender before Ld. trial court within a period of eight weeks from the date of receipt / production of a copy of this order, on his furnishing bail bonds in the sum of Rs.10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of Ld. Chief Judicial Magistrate, Purnea, in connection with Complaint Case No. 260 of 2023, subject to the conditions as laid down under Section 438 (2) Cr.P.C. and on the following conditions:

(i) In case, it is brought to the notice of Ld. trial court that the petitioner has any criminal antecedent, Ld. trial court shall cancel the bail bond of the petitioner after hearing him and getting satisfied that the petitioner has concealed his criminal antecedent despite his knowledge of the same.

(ii) In case, it is brought to the notice of Ld. trial court



that statement regarding previous bail petition is wrong, Ld. trial
court shall cancel the bail bond of the petitioner.

(Jitendra Kumar, J.)

ravishankar/S.Ali

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