

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27668 of 2024

Arising Out of PS. Case No.-560 Year-2023 Thana- CIVIL LINE District- Gaya

1.

Gautam Kumar S/o- Ashok Kumar Lal R/o Mohalla- New Area Bisar Talab,
P.S- Civil Line Dist- Gaya
2.

Kumar Gaurav S/o- Ashok Kumar Lal R/o Mohalla- New Area Bisar Talab,
P.S- Civil Line Dist- Gaya

... .. Petitioner/s

Versus

The State of Bihar.

... .. Opposite Party/s

Appearance :		
For the Petitioner/s	:	Mr. Krishna Pd. Singh, Sr. Advocate
	:	Mr. Sanjeev Kr. Advocate
	:	Mr. Mukesh Kr., Advocate
	:	Mr. Nitish Kr., Advocate
For the State	:	Mr. Kumar Ranjit Ranjan, APP
For the Informant	:	Mr. Aditya Prakash Sahay, Advocate
	:	Ms. Ankita Kumari, Advocate

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

215-05-2024

Heard Mr. Krishna Pd. Singh, learned Sr. counsel
along with Mr. Sanjeev Kumar, Mr. Mukesh Kumar, Mr. Nitish
Kumar, learned counsels appearing on behalf of the petitioners,
Mr. Aditya Prakash Sahay, along with Ms. Ankita Kumari,
learned counsels appearing on behalf of the Informant and Mr.
Kumar Ranjit Ranjan, learned APP appearing on behalf of the
State.

2. The petitioners apprehend their arrest in connection
with Civil Lines P.S. Case No. 560 of 2023 registered under
Sections 420, 467 and 468 of the Indian Penal Code.

3. As per the allegation made in the FIR, on the basis
of a forged agreement to sale allegedly executed by the father of

the informant, namely, late Prabhat Kumar Sinha, the petitioners have tried to get a total area of 525 Sq. ft. of land, which is situated at new area, Bisar Talab, P.S. - Civil Lines, khata no.378 plot no.662(१) in Gaya.

4. Mr. Krishna Pd. Singh, learned Sr. counsel, along with Mr. Sanjeev Kumar, learned counsel appearing on behalf of the petitioners submits that the petitioners are under civil obligation to execute sale deed in favour of the informant in respect of the land mentioned in the *Yadast* sale Agreement, for which the petitioners have already filed a Title Suit no. 329 of 2023 under the Specific Performance Act. Learned counsel further submitted that the father of the informant agreed to sale, altogether 525 Sq. ft. of land, for a sum of Rs.13,51,000/- and on account of advance, the petitioners had deposited a sum of Rs.5,51,000/- and they are ready to make payment of the remaining amount of Rs. Eight lakhs to the informant for executing sale deed. Learned counsel submitted that the petitioners can not be dragged into a criminal case on account of non-performance of contract on the part of the informant. The informant, instead of filing a deed for cancellation for *Yadast* sale agreement, has lodged a false FIR against the petitioners. On these grounds, the petitioners seek to be released on bail.

5. Mr. Aditya Prakash Sahay, learned counsel appearing on behalf of the Informant, submits that from the very recital of the *Yadast* sale agreement, it appears to be a forged document prepared by the petitioners. He informs that the informant has denied the signature of his father, which is put on the agreement and the details of the witnesses, who have put signature, are also unknown persons. The agreement is a handiwork of the petitioners by committing forgery compel the informant to execute the sale deed. Learned counsel further informs that he has received instruction that on 25.02.2021, the father of the informant was admitted in a local hospital in Patna and the said fact has come during course of the investigation and, as such, on this ground also, the recital made in the agreement dated 25.02.2021 can be held to be a forged document, not prepared by the father of the petitioners or either in the presence of the witnesses, who are unknown to the family of the informant. The signature don't tally with the signature of the father of the informant. Learned counsel further submits that admittedly the agreement is of year 2021 and any money transaction for sale and purchase of land can be done through bank transaction only. No date has been given in the sale agreement, as to when the oral agreement took place between

the father of the informant and the petitioner and whether the witnesses, who have put their signature, were present at the time of said agreement and no such recital or information has been made in the oral agreement. So far as, transaction of Rs.5,51,000/- is concerned, as on account of advance given to the father of the informant, the same is not sustainable, considering the fact that the petitioners have not given the specific date, on which such transaction took place between the father of the informant and the petitioners. He further submits that the petitioners are men of means. Four FIRs have been lodged against them, which are of similar nature. On these grounds, he submits that petitioners don't deserve to be released on pre-arrest bail.

6. Learned APP for the State has vehemently opposed the prayer for grant of pre-arrest bail and has supported the submission made on behalf of the informant.

7. Having heard the rival submissions made on behalf of the parties, and the facts and circumstances, it is admitted that the informant is the son of late Prabhat Kumar Sinha, against whom, it has been alleged that he had entered into an oral agreement with the petitioners. On behalf of the informant it has been informed that the late Prabhat Kumar Sinha was admitted

in a private hospital and he was treated in the presence of the informant. The genuinity of the agreement can not be decided by this Court, considering the fact that the none of the sons of the late Prabhat Kumar Sinha have put their signature on the agreement. A denial has also been made with respect to the witnesses, who have put their signature on the agreement dated 25.01.2021 don't give information about the place where the same was executed. It has also been alleged that the signature of the father of the informant is a forged one and just to coerce the son of the informant to execute sale deed in favour of the petitioners, the petitioners have subsequently filed a Title Suit No.329 of 2023 before the learned Court of Civil Judge, Senior Division, Gaya, narrating the story, as mentioned in the bail application, I find that the petitioners have not made out a case to be released on bail. However, considering the fact that the *Yadast* sale agreement is the only source of document, on which the petitioners have relied and the same has been alleged to be forged one by the informant, I find it proper to direct **the District Court to first get all the signatures, which have been put by different persons on the alleged agreement dated 25.01.2021 by a competent handwriting expert and thereby send the original document to the District Forensic Science**

Laboratory for obtaining report. If it is found that the signature of witness namely, Kamlesh Kumar Singh, Ranjan Kumar Sinha, as well as, late Prabhat Kumar Sinha (father of the informant) and Gautam Kumar (one of the petitioners) either of them are not forged one, then in that case, the petitioners are directed to be released on pre-arrest bail on such terms and conditions, as the District Court deems it fit and proper in connection with Civil Lines P.S. Case No. 560 of 2023 pending in the Court of Additional Chief Judicial Magistrate – I, Gaya, in the event of their arrest or surrender before the learned Court below within a period of eight weeks from today. The District Court is directed to obtain the said report well within a period of one month.

8. For the aforesaid period, which is required in obtaining the Forensic Science Laboratory report, as well as, hand writing report, the petitioners are given interim protection till then.

9. Let a copy of this order be also communicated to the Director, Forensic Science Laboratory, Patna for taking immediate steps to send the report forthwith to the District Court, Gaya in connection with Civil Lines P.S. Case No. 560 of 2023.

10. Accordingly, the present bail application stands disposed of.

(Purnendu Singh, J.)

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