

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.36021 of 2024

Arising Out of PS. Case No.-783 Year-2017 Thana- PATNA COMPLAINT CASE District-
Patna

=====

VIKASH KUMAR AGARWAL SON OF LATE DHAN KUMAR
AGARWAL RESIDENT OF MOHALLA - MOGALPURA, P.S. -
KHAJEKALA, DISTRICT - PATNA

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Arun Kumar, Advocate

For the Opposite Party/s : Mr. Tapeswar Sharma, A.P.P.

=====

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 2 19-06-2024 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
the complainant.
2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 406, 420,
341, 427 and 504 of the Indian Penal Code.
3. Learned counsel for the petitioner, at the outset,
submits that a purely civil dispute has been given a criminal
colour. It is further submitted that from perusal of the agreement
entered in between the petitioner and the complainant, it would
manifest that the same was with respect to a piece of land which
the complainant intended to purchase for a sum of Rs.5 crores
and odd, out of which an amount of Rs.25 lakhs was given to
the petitioner by way of advance. It is next submitted that the



agreement to sell was entered in between the parties on 27.12.2016 and clause-3 of the said agreement clearly stipulated that the agreement would remain in currency for a period of eight months i.e. within the said period of eight months both the parties had to comply with the conditions recorded in the agreement dated 27.12.2016. It is also submitted that the complainant in haste proceeded to institute the instant complaint prior to period of agreement getting over i.e. the instant complaint case was filed on 16.08.2017 when the period of agreement was in currency till 27.08.2017.

4. Learned counsel for the petitioner further submits that though in the agreement dated 27.12.2016, it has not been recorded that the land in question was mortgaged with the S.B.I. but then the said fact was disclosed to the complainant orally and it was also informed that the mortgaged amount is Rs.1 crore and if the complainant pays the amount as agreed in terms of the agreement dated 27.12.2016, the mortgage would be redeemed and the sale deed would be executed but the complainant instead of paying the amount as agreed within the currency of the agreement instituted the instant complaint case. Leaned counsel next submits that thereafter on intervention of well-wishers a compromise was also entered in between the



petitioner and the complainant on 30.01.2022 as would manifest from Annexure-2 to the anticipatory bail application and the dispute was settled for Rs.20 lakhs out of which the petitioner till date has paid an amount of Rs.10.50 lakhs as such the amount due to be paid to the complainant is now Rs.9.50 lakhs. It is also submitted that petitioner was completely unaware that the complainant has instituted the instant complaint case, nor the complainant informed the petitioner that a complaint case has been instituted even after taking Rs.10.50 lakhs.

5. Learned counsel appearing on behalf of the complainant is not in a position to rebut the submissions of the learned counsel for the petitioner that the complaint case came to be instituted during currency of the agreement, but then disputes Annexure-2 to the anticipatory bail application and submits that what is not in dispute rather stands admitted is that complainant has paid an amount of Rs.25 lakhs to the petitioner out of which he has received an amount of Rs.10.50 lakhs but then submits based on instruction that complainant is willing to settle the dispute even now at Rs.11 lakhs on which learned counsel appearing on behalf of the petitioner submits that amount of Rs.25 lakhs which he had received from the complainant was deposited with the S.B.I. for redeeming the



mortgage but since the entire amount as agreed was not paid as such the mortgage could not be redeemed but then submits that even petitioner is willing to settle the dispute provided he is given some time.

6. At this stage, learned counsel for the petitioner, at the cost of repetition, submits that he was completely unaware about the pendency of the instant complaint as such he was not in a position to approach the court of law seeking his remedies and as such the process under Section 82 Cr.P.C. came to be issued. It is further submitted that petitioner is not a criminal and the dispute is purely civil.

7. Considering the submissions made by the learned counsel for the parties, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on **provisional anticipatory bail** on furnishing bail bonds of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned court below where the case is pending/successor court in connection with Complaint Case No. 783 of 2017, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

8. It is made clear that if petitioner repays the entire



amount of Rs.11 lakhs as agreed by 19.12.2024, the learned trial court shall forthwith confirm the provisional anticipatory bail and if the amount is not paid by the said date i.e. 19.12.2024 the provisional anticipatory bail granted to the petitioner shall stand cancelled.

9. At this stage, the learned counsel appearing on behalf of the complainant submits that if the petitioner pays the entire amount as agreed by 19.12.2024, he will withdraw the instant complaint case.

(Satyavrat Verma, J)

Kundan/-

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

