

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.38397 of 2024

Arising Out of PS. Case No.-1006 Year-2022 Thana- AHIYAPUR District- Muzaffarpur

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Ajay Kumar Jha SON OF LATE LAKSHMIKANT JHA Village- NARI
KHURD, PS- TISIAUTA, DIST- VAISHALI

... .. Petitioner/s

Versus

1. The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Surendra Kishore Thakur
For the State	:	Mr. Anil Prasad Singh
For the Informant	:	Mr. Grish Chandra Jha

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 325-09-2024
1. Heard learned Counsel for the petitioner and learned Additional Public Prosecutor for the State.

2. This application, for grant of anticipatory bail, arises out of Ahiyapur Police Station Case No. 1006 of 2022, dated 05.11.2022, disclosing offences under Sections 406/420 of the Indian Penal Code read with Section 138 of the Negotiable Instrument Act.

3. The prosecution case, as per the First Information Report, is that the petitioner arrived at the house of the informant with a desire to sell his house/property, measuring ½ Katha (02 Decimal) situated in Khata No. 231 Plot No. 136 for a sum of Rs. 24 Lakh as he was in need of money, therefore, he requested the informant to purchase the



same. The informant believed in the proposal of the petitioner and became ready to purchase the land and paid a sum of Rs. Rs. 24 Lakh against the agreement for sale executed by the petitioner. The petitioner was to execute the sale deed by 16.05.2019, but in the year 2021, the informant got the knowledge that the petitioner has executed the sale deed in favour of someone else. When the informant went to the petitioner and complained about the same, he refused to refund the amount and upon pressure gave, a cheque of Rs. 24 Lakh to the informant on 23.09.2022, which was presented before the bank, but the same got dishonoured, thereupon, a legal notice in this regard was also served by the informant upon the petitioner.

4. Learned counsel for the petitioner submits that the petitioner is having business relationship with the informant and used to take loan from him. The petitioner had taken a loan of Rs. 10 Lakh on interest from the informant and the same was being refunded on monthly basis to the informant. Altogether a sum of Rs. 6,54,500/- has already been refunded by the petitioner, which would be evident from the statement of the account of the



petitioner's bank annexed at Annexure-P/2. Learned counsel further submits that it is true that against a sum of Rs. 10 Lakh, taken by the petitioner as loan, he has refunded a sum of Rs. 6,54,500/- on different dates. At the time of grant of loan, the informant had taken signature on blank non-judicial stamp and has also taken three blank undated cheques for security purpose from the petitioner. When the business dispute arose an agreement for sale was executed on 17.06.2019, having the signature of the petitioner only.

5. On the other hand, learned Additional Public Prosecutor and informant opposed the prayer for bail and submits that agreement for sale of the subject land was made by the petitioner on the stamp paper duly signed by him in the year 2019 and when the petitioner sold it in favour of the third person in the year 2021, the present First Information Report has been lodged. The petitioner has taken a sum of Rs. 24 Lakh as consideration amount of the subject land, but failed to execute the sale deed in favour of the informant as per the agreement for sale, dated 17.06.2019. The cheque was given by the petitioner for a sum of Rs. 24 Lakh which got dishonoured. The



amount of cheque goes to show that the petitioner had taken a sum of Rs. 24 Lakh from the informant on the promise of sale of the subject land in favour of the informant.

6. Having regard to the submissions made on behalf of the parties and taking into consideration the nature of allegation regarding money transaction and failure to execute the sale deed as per the agreement for sale executed unilaterally, I am not inclined to grant the petitioner privilege of anticipatory bail.
7. This application is, accordingly, dismissed.

(Anil Kumar Sinha, J)

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