

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.45997 of 2024

Arising Out of PS. Case No.-1493 Year-2022 Thana- COMPLAINT CASE District- Banka

Kanhaiya Ji Son of Parmanand Sharma Resident of Village -Gopalpur, P.O-
Chaturvedi Ashram ,P.S. Amarpur, District- Banka

... .. Petitioner/s

Versus

1. The State of Bihar Patna
2. Premlata Devi Wife of Dinesh Prasad Singh Resident of Village- Kathchar, P.O- Lilatari, P.S- Rajaun, Dist- Banka

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Ajit Kumar
For the Opposite Party/s :	Mr.Syed Mojibur Rahman
	Mr. Praveen Kumar

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 09-09-2024 1. Heard learned counsel for the petitioner, learned A.P.P. for the State and learned counsel appearing on behalf of the OP No. 2.

 2. The petitioner apprehends his arrest in connection with Complaint Case No. 1493 of 2023 registered for the offences punishable under Section 420 of the Indian Penal Code.

 3. Learned counsel for the OP No. 2 submits that initially the petitioner had issued a cheque of Rs. 7,00,000/- in lieu of the consideration which he had received by the OP No. 2 for purchasing a piece of land but then the cheque on presentation for encashment bounced for the reason that there was a mismatch in the signature. It is next submitted that



thereafter the petitioner assured that the payment would be made but then the payment was never made.

4. Learned counsel appearing on behalf of the petitioner submits that no doubt petitioner initially had issued a cheque of Rs. 7,00,000/-, but the same bounced on the ground that signature was mismatched but thereafter an agreement was entered in between the petitioner and the OP No. 2 in presence of the witnesses and the petitioner paid an amount of Rs. 9,50,000/- in cash to the OP No. 2 and the OP No. 2 also signed the said agreement dated 23-6-2022 as would manifest from Annexure-3 to the supplementary affidavit. It is also submitted that petitioner in total had received an amount of Rs. 11 lakh, out of which the petitioner paid an amount of Rs. 9,50,000/- to the OP No. 2 in lieu of which the agreement dated 23-6-2022 was entered in between the parties and the petitioner now only has to pay an amount of Rs. 1,50,000/-.

5. Learned counsel for the OP No. 2 vehemently rebuts the said submission of the learned counsel appearing on behalf of the petitioner and submits that the agreement dated 23-6-2022 is vehemently denied. It is submitted that OP No. 2 never entered into any agreement with the petitioner nor her signature is there on the agreement dated 23-6-2022 rather the



petitioner had resorted to forgery. It is next submitted that it absolutely does not stand to reason that as to why the petitioner would have paid the OP No. 2 in cash when the OP No. 2 had made payment in the account of the petitioner when the agreement was entered for purchasing land. It is submitted that since the amount was credited in the account of the petitioner, the petitioner ought to have returned the amount in the account of the OP No. 2. It is also submitted that petitioner initially issued a cheque of Rs. 7,00,000/- but then the same bounced on account of mismatch of signature as such the petitioner ought to have issued a second cheque but then the petitioner instead of issuing the second cheque resorted to forgery, by preparing an agreement dated 23-6-2022.

6. Considering the submissions made by the learned counsel appearing on behalf of the complainant, the Court is not inclined to extend the privilege of anticipatory bail to the petitioner.

7. Accordingly, the prayer for anticipatory bail of the petitioner is rejected.

(Satyavrat Verma, J)

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