

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.38060 of 2024

Arising Out of PS. Case No.-919 Year-2017 Thana- PATNA COMPLAINT CASE District-
Patna

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Binod Kumar Vishwash Son Of Late Gokul Prasad Vishwash Managing
Partner M/S Awas Construction, Flat No. 402 And 403, Block-B, Ganesh
Tower, Bahadurpur Housing Colony, P.S. - Agamkuan, District - Patna. At
Present - Resident Of F/403,Tulsi Enclave, Sri Ram Nagar Colony, Sandalpur,
P.S. - Bahadurpur, District – Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Ramesh Chandra Prasad Sinha Son Of Late Jank Deo Sinha Resident Of Flat
No. 301, Block-C, Nutan Towers, Kankarbagh, Main Road, P.S. -
Kankarbagh, District - Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Krishna Prasad Singh, Sr. Advocate
		Mr. Mithilesh Kumar Singh, Advocate
For the Opposite Party/s :		Mr. Jitendra Kumar Singh, APP
		Mr. Suraj Kumar Tiwari, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

2 04-07-2024 Heard learned Senior Counsel for the petitioner, learned

APP for the State and the learned counsel appearing on behalf of

the O.P. No.2.

2. The petitioner seeks bail in anticipation of his

arrest in a case registered for the offences punishable under

Sections 420, 323, 504 of the IPC in connection with Complaint



Case No.919 of 2017.

3. The learned Senior Counsel for the petitioner at the outset submits that petitioner has antecedent of one case and has been falsely implicated in the instant case by the complainant (O.P. No.2).

4. It is further submitted from perusal of the allegation as alleged in the complaint, it would manifest that the dispute is purely civil to which a criminal colour has been given. It is also submitted that even presuming what has been alleged is true without admitting then at best the petitioner has committed breach of agreement and for breach of the terms of the agreement a criminal case is not maintainable. It is further submitted that complainant is owner of a land and the petitioner being builder had approached her for developing the land in pursuance whereof a development agreement was executed with certain terms and conditions. It is submitted that the building has been constructed and the share of the complainant has been given and the flats which came in share of the petitioner has been sold. It is next submitted that the instant complaint case came to be instituted with an allegation that since there was some delay in completing the project, as such certain monetary dues accrued in terms of the development agreement and the



petitioner did not pay the amount which became due on account of delay in completing the project.

5. The learned Senior Counsel further submits that if complainant is aggrieved by breach of the terms and conditions of the development agreement then he had remedy of approaching a court of competent civil jurisdiction and criminal court should not be used a tool for recovering money under threat of arrest.

6. The learned APP and learned counsel appearing on behalf of the O.P. No.2 opposes the anticipatory bail application, but then are not in a position to rebut the submission of the learned Senior Counsel for the petitioner that in sum and substance the allegation hinges around breach of the condition of development agreement.

7. Considering the submissions made by the learned counsel for the petitioner, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned A.C.J.M., IInd, Patna City, Patna in connection with Complaint Case No.919 of 2017, subject to the



conditions laid down under Section 438(2) of the Cr.P.C.

8. The application stands allowed.

(Satyavrat Verma, J)

Prakash Narayan

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