

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43949 of 2024

Arising Out of PS. Case No.-2001 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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1. Ragini Mishra @ Smt. Ragini Mishra Wife Of Sachu Mishra @ Satendra Mishra Mohalla -Ram Krishna Nagar, Gd Goenka Public School, Bijouli More, Ps- Aurangabad, District- Patna
 2. Sachu Mishra @ Satendra Mishra Son Of Late Kamlakant Mishra @ Kamalkant Mishra Mohalla -Ram Krishna Nagar, Gd Goenka Public School, Bijouli More, Ps- Aurangabad, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Smt. Sheela Devi Wife Of Yogendra Singh Village- Jituchak, Ps- Naubatipur, Dist- Patna, P/A- Harnichak, Ps- Beur, Dist- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Madhukar Anand, Advocate
For the State	:	Mr. Bharat Lal, APP
For the O.P. No.2	:	Mr. Om Prakash Nagmani, Advocate

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

2 20-07-2024 Heard learned counsel for the petitioners and learned A.P.P. for the State as well as learned counsel for the O.P. No. 2 who has appeared *suo motu*.

2. The petitioners apprehend arrest in connection with Complaint Case No. 2001 (C) of 2022, instituted for the offence punishable under Section 406 of the Indian Penal Code.

3. The prosecution case, in short, is that the complainant agreed to purchase the land and the constructed house on the land from the appellant and paid full consideration amount of Rs.73,00,000/- but the appellants demanded more



money but despite of payment of additional money, i.e. Rs.12,65,000/-, the sale deed was executed for only part of land and the remaining portion was sold to one Anita Kumari.

4. Learned counsel for the petitioners submitted that petitioners have falsely been implicated in this case. It is submitted that the petitioners sold the rest of the land after taking the entire consideration amount from the complainant is entirely false and fabricated. It is further submitted that after negotiation an agreement for sale was executed between the complainant and the petitioners on 04.02.2019 as per which total consideration amount for 5.5 Decimal of land was fixed at Rs. 1,02,00,000/- and period in the agreement was fixed for six months. The petitioners executed registered agreement for sale to enable her to apply for loan and other purposes. The complainant induced these petitioners to execute registered agreement for sale for the consideration amount of Rs. 73 lakhs for the same land along with house in favour of the complainant. The same was executed on 06.02.2019. This agreement was valid for six months. It is submitted that in pursuance of said agreement for sale dated 04.02.2019, the complainant paid sum of Rs. 43,30,000/- on 09.04.2019 out of the total consideration amount of Rs. 1,02,00,000/- and requested the petitioners to sale



out the part of the land on the pretext that marriage of the complainant's daughter is going to take place and she assured that the rest amount will be paid very shortly. It is submitted that in pursuance of request of the complainant, the petitioners executed a sale deed bearing sale deed no. 13973 of 2019 in favour of the complainant and her daughter in respect of 2.367 decimals of land along with the house constructed over the land. The Complainant gave a demand draft of Rs. 22 lakhs dated 30.09.2019 but the aforesaid draft was not honoured by the bank due to the reason that the instrument was out of date. The said demand draft was handed over to the petitioners on 15.11.2019 and its validity had already ended in 30.10.2019 but the complainant side with a motive to defraud the petitioners have given the same to the petitioners and the petitioners cannot be able to cash the same as the date of instrument was stale. It is further submitted that after execution of the sale deed four cheque was issued by the complainant and her daughter amounting to total Rs. 11,50,000/- which was dishonoured on 18.11.2019, 26.11.2019, 27.11.2019 and 04.03.2020 for different reasons. Further, it is submitted that till 07.03.2023, the complainant paid 74 lakhs to the petitioners but without paying the rest amount, the complainant started demanding the



petitioners to execute the sale deed in respect of remaining lands. Even after laps of 16 months, the complainant failed to pay the remaining consideration amount. Thereafter, the complainant sent a notice to the petitioners dated 02.06.2020. On 23.09.2020, first legal notice was issued by the complainant to the petitioner in which she admitted that out of total consideration amount i.e. Rs. 01,02,00,000/-, petitioners have paid Rs. 85,65,000. Thus, the complainant failed to pay the rest amount as per the agreement dated 06.12.2019. Thereafter, the petitioners executed the sale deed in favour of third person on 30.06.2021. Therefore, the complainant has filed this false and concocted case.

5. Learned A.P.P. has opposed the prayer for anticipatory bail of the petitioner.

6. On the other hand, learned counsel for the informant opposes the prayer of anticipatory bail. It is submitted that she went under agreement to purchase a residential plot having area of 5.5 Decimal upon payment of due consideration amount. The petitioners executed registered sale deed of only 1031 square feet in favour of the complainant but the remaining 100 square feet land was left to the petitioners. Even after several requests, the petitioners did not execute sale deed of



remaining land in favour of the complainant.

7. Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, in the event of arrest / surrender of the petitioners within a period of six weeks from today, in connection with Complaint Case No. 2001 (C) of 2022, he will be released on bail upon furnishing bail bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial, Magistrate- XIII, Patna subject to condition as laid down under Section 438(2) of the Cr.P.C.

(Khatim Reza, J)

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