

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.47166 of 2024

Arising Out of PS. Case No.-1467 Year-2019 Thana- BEGUSARAI COMPLAINT CASE
District- Begusarai

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Bhadai Singh, Son Of Bhuneshwar Singh Resident Of Vill- Bhardwaj Nagar
(Bharduaj Nagar), Ward No.-41, Bari Eghu (MOHAN Eghu), P.S.- Muffasil,
District- Begusarai.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Nutan Singh, Wife Of Sri Shailendra Kumar Singh Resident Of Mohalla-
Sarvodaya Nagar, Ward No.-40, P.S.- Town, District- Begusarai.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Sandip Kumar Gautam
For the Opposite Party/s : Mr.Anish Chandra

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 22-08-2024 1. Heard learned counsel for the petitioner and

learned APP for the State.

2. The petitioner seeks bail in anticipation of his

arrest in Complaint Case No.1467C of 2019 registered for

the offences punishable under Sections 420, 406 and 504 of

the Indian Penal Code, but cognizance has been taken only

under Section 420 of the I.P.C.

3. The learned counsel for the petitioner submits

that the petitioner is a person with clean antecedent and the

complainant alleges that she purchased 02 katthas of land

from Sanjiv Kumar Verma vide registered sale deed no.5100



dated 13.07.2016. Further, petitioner approached her and said to purchase his land, which is adjacent to her purchased land and pertains to the same *Khata* and *Khesra* of her purchased land as he is in need of money. The complainant became ready to purchase 02 kattha of land of the petitioner for an amount of 12 Lacs and asked him to produce the documents relating to land. Further, petitioner came at 5.00 P.M. on 13.07.2016 and said that the documents of the land is with his wife, who has gone out and Will shows the same after she returns and on the said pretext, requested for an amount of Rs.8 Lacs on ground of urgency, the complainant gave an amount of Rs.3 Lacs by cheque, which the petitioner encashed on 14.07.2016. Thereafter, again by cheque dated 16.07.2016, 28.07.2016 and 30.07.2016 gave an amount of Rs.4,50,000/- and the petitioner got the cheques encashed. Later, the complainant came to know that the land does not belong to the petitioner, nor he has any documents relating to the land, hence asked him to return her money, on which petitioner sought an year time, but the money was not returned nor the legal notice sent to him by the



complainant was replied.

4. The learned counsel for the petitioner submits that petitioner has been falsely implicated in the instant case by the complainant. It is further submitted that no doubt, the complainant purchased 02 kattha of land from Sanjiv Kumar Verma and the land also belonged to Sanjiv Kumar Verma, but then, petitioner had entered into an agreement with Sanjiv Kumar Verma on 05.05.2016 for selling his land, as such, when the complainant showed her keenness to purchase the land of Sanjiv Kumar Verma, she had approached the petitioner as she was made aware that Sanjiv Kumar Verma has already entered into an agreement with the petitioner for selling his land. It is further submitted that the complainant purchased the land of Sanjiv Kumar Verma through a sale deed dated 13.07.2016, but did not make any payment to Sanjiv Kumar Verma rather made all the payments of the land to the petitioner and it was petitioner, who made the payment to Sanjiv Kumar Verma based on which, he executed the sale deed in favour of the complainant, but then, it is submitted that the amount



agreed for purchasing 02 kattha of land was Rs.14 Lacs, but complainant only paid Rs.12,40,000/- and in order to avoid payment of Rs.1,60,000/-, the present false complaint case has been instituted.

5. Learned A.P.P. Sri Chandra Bhushan Prasad vehemently opposes the anticipatory bail application and submits that the submission made on behalf of the petitioner is fit to be rejected at the outset in view of the stand taken by the petitioner in the anticipatory bail application. It is further submitted that what is not in dispute rather stands admitted is that Sanjiv Kumar Verma executed sale deed no.5100 dated 13.07.2016 infavour of the complainant. It is next submitted that once a sale deed is executed, the presumption is that the land owner has received the entire payment and it cannot be presumed that Sanjiv Kumar Verma executed the sale deed of the land in favour of the complainant without taking the entire amount nor it can be presumed that petitioner paid the entire amount as agreed from his side without taking the money from the complainant. It is also submitted that from perusal of the



pleadings made at Para-10 of the anticipatory bail application, it would manifest that the same records that from August, 2016 till September, 2016, the petitioner had received an amount of Rs.10 Lacs and odd from the complainant in lieu of the land which she intended to purchase from Sanjiv Kumar Verma. It is submitted that it absolutely does not stand to reason that the petitioner would have allowed Sanjiv Kumar Verma to execute sale deed in favour of the complainant without taking the entire amount prior to execution of the sale deed, as such, it is submitted that petitioner is a fraud, as he has misappropriated the money of the complainant which she had given by way of cheque in lieu of purchasing petitioner's 02 kattha of land.

6. Considering the submissions made by the learned A.P.P., the Court is not inclined to extend the privilege of anticipatory bail application to the petitioner.

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

(Satyavrat Verma, J)

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