

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58158 of 2023

Arising Out of PS. Case No.-89 Year-2021 Thana- AURANGABAD COMPLAINT CASE
District- Aurangabad

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ALEEM ABBASI S/O MUKHTYAR @ MUKHTAR R/O- 2695, 4TH FLOOR GALI BAGLIYAN CHHUDIWALAN, SITA RAM BAZAAR, DELHI GPO, NORTH DELHI, DELHI-110006.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. RAVINDRA SINGH S/O LATE KAMESHWAR SINGH R/O MOHALLA-SATYENDRA NAGAR, WARD NO. 3, NAGAR THANA, DISTT.-AURANGABAD, BIHAR.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Ms. Smriti Singh Mr. Samir Kumar
For the State	:	Mr. Ganesh Prasad Singh
For the Opposite party	:	Mr. Saket Kumar Singh

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

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| 3 | 27-02-2024 | <ol style="list-style-type: none">1. Heard learned Counsel for the petitioner and learned Additional Public Prosecutor for the State as well as learned counsel appearing on behalf of the informant.2. This application, for grant of anticipatory bail, arises out of Complaint Case No. 89 of 2021, disclosing offences under Section 420 of the Indian Penal Code.3. The prosecution case, as per the complaint case, is that the petitioner and complainant entered into an agreement on 22.07.2017 for purchase/sale of Tata Bus LPO, bearing Registration No. UP-75-AT-3096, for a total consideration |
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amount of Rs. 24,55,000/-. It has further been alleged that the complainant paid a sum of Rs. 4,55,000/- to the petitioner and the remaining amount of Rs. 20,00,000/- was to be paid to the bank in installment against loan of the vehicle, in question, and on payment of entire amount of Rs. 24,55,000/-, the petitioner shall transfer the vehicle in the name of the complainant. The complainant has further alleged that two blank bank cheques, as promised in agreement, were given to the petitioner for further payment, in case, the complainant fails to deposit the installment in the bank.

4. Learned Counsel for the petitioner submits that the petitioner has not committed any offence in the manner alleged and it was the complainant, who committed breach of agreement and failed to pay installment in favour of the bank. According to the petitioner, Rs. 4,55,000/- was paid by the complainant at the time of entering into the agreement and by way of installments, starting from the year 2017 to February, 2020, a total sum of Rs. 10,00,000/- was deposited by the complainant to the bank against the loan amount. She further submits that as per bank statement, Rs. 10,00,000/- against loan



amount is still to be paid by the complainant. The cheques, which were given by the complainant to the petitioner against the security for future payment, were placed before the bank for encashment of Rs. 12,00,000/-, which was against the loan amount plus interest, got dishonoured. Thereafter, the petitioner has filed the complaint case in Delhi before learned Chief Metropolitan Magistrate, (Distt. Central), Tis Hazari Courts, Delhi (Annexure-3) for dishonouring of cheques.

5. On the other hand, learned counsel for complainant-opposite party no. 2 vehemently opposes the prayer for anticipatory bail and submits that despite having received the amount towards the price of the vehicle, in question, the petitioner has not transferred the vehicle in favour of the complainant and thereby has committed cheating. He next submits that proceeding under Section 82 and 83 of the Code of Criminal Procedure has also been initiated against the petitioner.
6. Regards being had to the submissions made on behalf of the parties, taking into consideration the fact that the case arises out of breach of agreement and considering the nature of allegation, I am inclined to grant the



petitioner privilege of anticipatory bail.

7. This application is, accordingly, allowed.
8. Let the petitioner, above named, in the event of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned District and Sessions Judge, Aurangabad, in connection with Complaint Case No. 89 of 2021, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

(Anil Kumar Sinha, J)

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