

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65632 of 2024

Arising Out of PS. Case No.-228 Year-2024 Thana- MUZAFFARPUR SADAR District-
Muzaffarpur

=====

Akhilesh Kumar son of Ashok Kumar Sharma Resident of village- Bidpur
Near Shiv Mandir PS -Bidpur District -Vaishali

... .. Petitioner/s

Versus

1. The State Of Bihar
 2. Chandana Kumari Wife Of Late Amit Kumar Village- Ward No. 13,
Womens College Road, Kasipur, Ps- Sadar, Dist- Samastipur, At P/A-
Residing At House No. 58, Majhauliya, Ps- Sadar, Dist- Muzaffarpur
- Opposite Party/s

=====

Appearance :
For the Petitioner/s : Mr. Shanti Bhushan Singh, Advocate
For the Opposite Party/s : Mr. Tarkeshwar Nath Thakur, APP

=====

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

4 29-11-2024 At the outset, learned counsel for the petitioner seeks

permission to file hard copy of the supplementary affidavit in the

Court, which is accepted.

2. Heard learned counsel for the petitioner and learned

A.P.P. for the State.

3. The petitioner apprehends arrest in connection with

Sadar P.S. Case No. 228 of 2024 dated 05.04.2024 instituted for

the offence punishable under Sections 406, 420, 467, 468, 471/34

the Indian Penal Code.

4. The prosecution case, in short, is that the informant

booked her flat no. 101 of 3 BHK at first floor from the Proprietor

of Smart India Infra High and Multi Services CIN No. U45500BR-



2018PTC03824, namely, Sawan Pandey. On 02.03.2023, a registered sale agreement was prepared between the informant and the Project Proprietor Sawan Pandey and along with authorized officer Akhilesh Kumar, who is the petitioner in this case. According to registered sale agreement, the total cost of Flat was fixed at Rs. 22,60,500/-, out of which the informant has already paid Rs. 16,88,000/-. Further, on 28.10.2023 and 16.11.2023, she paid Rs. 5,00,000/- & Rs. 1,00,000/- respectively. It is alleged that when the informant asked from Sawan Kumar and the petitioner to transfer her flat in her favour, they both started procrastinating. On 10.03.2023, they told the informant that the aforesaid flat has already been sold to other person. It is alleged that the petitioner and Sawan Pandey have committed cheating with the informant.

5. Learned counsel for the petitioner submits that the petitioner is innocent and he has been falsely implicated in this case. It is further submitted that the petitioner is authorized signatory of Smart India Infra High & Multi Service Pvt. and his company is registered under Real State Regulatory Authority, Bihar bearing Registration No. BREBAP00678-2/1205/R-1006/2020. It is submitted that the petitioner is constructing an apartment, namely, Ramadhar Enclave Project in which an agreement was made between the petitioner and the informant,



namely, Chandana Kumari for a flat in the above mentioned project on 02.03.2023. Learned counsel for the petitioner submits that Rs. 16,88,000/- has been deposited in the name of the Company. Learned counsel for the petitioner submits that during the pendency of the aforesaid bail application, a compromise has been done between the informant and the owner of the Project, namely, Sawan Pandey. It is also submitted that the proprietor of the Project, namely, Sawan Pandey has paid the amount of Rs. 40,00,000/- in the account of opposite party no. 2 and her relative, namely, Amarjeet Kumar. This statement has been accepted by the informant. Learned counsel for the petitioner further submits that after depositing Rs. 40,00,000/-, Sawan Pandey has been granted bail by the lower court itself. Lastly, it has been submitted that petitioner has no criminal antecedents.

6. On the other hand, learned A.P.P. for the State has opposed the prayer for anticipatory bail of the petitioner.

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 petitioner within a period of six weeks from today, in connection with Sadar P.S. Case No. 228 of 2024, 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 C.J.M., Muzaffarpur, subject to



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

(Khatim Reza, J)

premchand/-

U		T	
---	--	---	--

