

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.59831 of 2024

Arising Out of PS. Case No.-296 Year-2023 Thana- PATNA COMPLAINT CASE District-
Patna

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Arun Ravidas @ Arun Das son of Late Ramsharan Das @ Late Ram Saran
Das Village -Gadhochak, Maujipur, Fatwa, PS- Nadi, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ramesh Singh son of Satya Narayan Singh Village- Maujipur Po-
Gadhochak Ps- Nadi Dist- Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Madhu Prasun
For the Opposite Party/s : Mr.Shailendra Kumar Singh

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 19-09-2024 1. Heard learned counsel for the petitioner and
learned A.P.P. for the State.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 341, 323,
504, 506 and 406 of the Indian Penal Code.

3. Learned counsel for the petitioner submits that
petitioner is a person with clean antecedent and the complainant
alleges that he entered into an agreement with the petitioner and
and Arjun Ravidas to buy 3 kathas of land for a consideration of
Rs. 19 lakh per katha in the year 2013, it is further alleged that
initially an amount of Rs. 2 lakh was paid and later the



complainant paid an amount of Rs. 10 lakh and the agreement was extended by a period of 11 months, but despite repeated assurances, the accused persons failed to register the land in the name of the complainant, thereafter the complainant served a legal notice which was ignored and when he visited the house of the accused persons, he was abused and told that the land would not be registered in his name and the accused persons also assaulted him with an iron rod and threatened to falsely implicate him in a case relating to SC/ST.

4. Learned counsel for the petitioner submits that petitioner has been falsely implicated in the instant case. It is next submitted that the agreement for sale was entered in between the petitioner and his brother on one side with the complainant in the year 2013 and the instant complaint case came to be instituted in the year 2023, i.e., after more than 10 years of entering into an agreement for sale. It is fairly submitted that petitioner at the time of agreement for sale had accepted an amount of Rs. 2 lakh but thereafter not a single penny was paid to them though in the complaint it is alleged that complainant paid an amount of Rs. 10 lakh subsequently but then the mode of payment is alleged to be in cash. It is also submitted that from perusal of the condition of the agreement



for sale, it would manifest that the same also recorded that in the event of breach of the condition, the complainant would be at liberty to get the land in question registered in his name by filing a case before a court of competent civil jurisdiction. It is thus submitted that if the condition of the agreement for sale stands breached in that event the complainant had remedy of approaching the court of competent civil jurisdiction by filing a case for specific performance of contract but then the complainant instead of resorting to the remedies available in law chose to institute the instant criminal case only with a view to put the petitioner under fear of arrest so that he parts with the fanciful demand of the complainant.

5. Learned A.P.P. for the State opposes the prayer for anticipatory bail of the petitioner.

6. 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 trial court within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Complaint Case



No. 296 of 2023 subject to the conditions as laid down under
Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

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