

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.61447 of 2023

Arising Out of PS. Case No.-3547 Year-2018 Thana- PATNA COMPLAINT CASE District-
Patna

=====

Shushma Kumari @ Sushma Singh W/o Late Akhileshwar Prasad Singh R/O
Mohalla- Shivpuri, Sushmalaya, House No.- A/5, Road No.-1, Near Abhay
Carbon Factory, P.O And P.S- Shashtri Nagar, Distt.- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ranjan Kumar Sharma S/o Kanhai Sharma R/o Mohalla- B.N.R. Road, East
Chaudhary Tola, Beside Shiv Ganga Apartment, P.O- Mahendru, P.S-
Sultanganj, Distt.- Patna.- 800006.

... .. Opposite Party/s

=====

Appearance :

For the Petitioner/s	:	Mr.Rajesh Kumar Jha, Advocate.
For the State	:	Mr.Pramod Kumar Pandey, APP.
For the Complainant	:	Mr. Raj Kumar, Advocate.

=====

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

3 27-02-2024 Heard Mr. Rajesh Kumar Jha, learned counsel

appearing on behalf of the petitioner; Mr. Pramod Kumar

Pandey, learned APP for the State and Mr. Raj Kumar, learned

APP for the complainant.

2. The petitioner seeks pre-arrest bail in connection
with Complaint Case No. 3547(C) of 2018 registered for the
offence punishable under Sections 406 and 420 of the Indian
Penal Code.

3. As per the allegation made in the F.I.R., the
petitioner was required to execute sale deed with respect to the
land belonging to the petitioner along with a constructed two



storied house appertaining to Thana No. 02, Tauzi No. 5238, Khata Nos. 492, 489, Plot Nos. 1046, 1047 situated at Mainpura, Patna, but he failed to do so after receiving consideration amount of Rs.25,50,000/-.

4. Learned counsel appearing on behalf of the petitioner submitted that the signature of the petitioner is forged and thereafter agreement to sale was allegedly executed by her on 26.04.2016 in presence of two witnesses namely Shambhu Nath Chaudhary and Jeetendra Kumar Singh. Learned counsel further submitted that the allegation of forgery cannot be sustained in absence of the mode by which the consideration amount has been paid to the petitioner. He further submitted that in absence of any evidence, the allegation made against the petitioner is not sustainable.

5. Mr. Raj Kumar, learned counsel has tendered his appearance on behalf of the vendee (complainant) – Ranjan Kumar Sharma and has submitted that there is acceptance in the agreement and it cannot be said that the complainant has forged the signature of the petitioner who has agreed to sell the entire property for a sum of Rs. 51 lacs and the complainant had paid Rs.20 lacs on the date of agreement to the petitioner and thereafter had given a sum of Rs.5,50,000/- on 25.03.2017 to the



petitioner. Learned counsel submitted that he may be permitted to produce evidence with respect to the above transaction.

6. Learned APP for the State has vehemently opposed the prayer for grant of pre-arrest bail to the petitioner, however he submits that the matter relates to execution of sale deed, the parties have remedy before the competent civil court having territorial jurisdiction for specific performance of contract.

7. Having heard the rival submissions made on behalf of the parties as well as having perused the complaint and the agreement to sale dated 26.04.2016 entered into between the petitioner and the complainant who is the vendee, the complainant has altogether given a sum of Rs. 25,50,000/- to the petitioner and he is ready to furnish evidence in that regard. Considering the fact that the matter relates to execution of sale deed in favour of the complainant by the petitioner, it would be in the interest of the parties that the complainant may produce receipts of the total transaction relating to part payment of the consideration amount of Rs.25,50,000/- before the District Court.

8. The complainant namely Ranjan Kumar Sharma must not delay in filing his personal affidavit along with all the evidences in support of his claim that a sum of Rs.25,50,000/-



has been paid to the petitioner out of the total consideration amount of Rs.51 lacs within a period of two weeks from the date of communication of this order.

9. In case it is found that the claim of the complainant is supported by the evidence, then in that case, the parties on mutual terms and condition may resolve their dispute.

10. It has been informed that the signature on the agreement to sale of the petitioner has been forged. The petitioner has not brought valid complaint in this regard. However, at the request of the parties, they may file application for calling hand writing expert, if required. In that case, the District Court may extend the date of hearing by granting provisional bail to the petitioner and upon receipt further decide to make the provisional bail absolute, if the signature is forged one or in alternative the parties may resolve the dispute amicably.

11. The District Court after examining the affidavits to the above extent and the evidence produced by the complainant, in case, gets satisfied that the complainant has already deposited Rs.25,50,000/- to the petitioner out of the total consideration amount of Rs.51 lacs, in that case, petitioner, above named, is directed to be released on provisional bail in the event of his arrest or surrender before the Court below



within a period of four weeks from today, on furnishing bail bond of Rs. 10,000/- (Ten thousand) with two sureties of the like amount each to the satisfaction of learned CJM, Patna in connection with Complaint Case No. 3547(C) of 2018, subject to the condition as laid down under Section 438(2) of the Cr.P.C.

12. The bail application stands disposed of.

(Purnendu Singh, J)

mantreshwar/-

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

