

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.77207 of 2023

Arising Out of PS. Case No.-9741 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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SUSHILA SAH Wife of Mr. Vikram Singh Resident of Brahamdeo Palace,
Flat No.- 404, New Brahampur, Adarsh Colony, Road No.- 1, Police Station -
Ram Karishna Nagar, P.O. - New Janganpura, District - Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Vijay Prasad Keshri Son of Vishanath Prasad Keshri Proprietor Jiwan Jewelers, Resident of B/79, Mourya Lok Complex, Dakbunglow Road, P.S.- Kotwali, District - Patna.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Sanjeev Ranjan
		Ms. Aastha Ananya
For the State	:	Mr.Binod Kumar
For Opposite Party No.2	:	Mr. Dhiraj Sagar

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

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| 4 | 31-07-2024 | <ol style="list-style-type: none">1. Heard learned Counsel for the petitioner, learned Counsel for the Opposite Party No. 2 and learned Additional Public Prosecutor for the State.2. This application, for grant of anticipatory bail, arises out of Complaint Case No. 9741 (C) of 2022, in which cognizance has been taken for the offence punishable under Section 420 of the Indian Penal Code and Section 138 of the Negotiable Instruments Act, 1881.3. The prosecution case, as per the allegation made in the complaint, the complainant is the owner of a jewellery |
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shop running in the name and style of Jeewan Jewellers at Maurya Lok Complex. The petitioner used to visit the shop of the complainant for making certain purchase for the last ten years, due to which, the petitioner and the complainant got acquainted with each other. The petitioner offered to sale two flats in favour of the complainant for consideration amount of Rs. 12 Lakhs each, for which a written agreement for sale was executed on 15.11.2019 between the complainant and the petitioner. The petitioner issued a cheque of Rs. 20 Lakhs for refund of the amount as she refused to execute the sale deed in favour of complainant/Opposite Party No. 2 pursuant to the agreement for sale. The aforesaid cheque of Rs. 20 Lakhs got dishonoured due to insufficient fund.

4. Learned Counsel for the petitioner submits that the petitioner has not committed any offence as alleged and from perusal of the endorsement made in the agreement for sale, it is evident that the cost of the flat as disclosed by the petitioner was Rs. 57,51,000/- and Rs. 30,00,000/- respectively and it does not stand to reason that such a costly flat would be sold by the Opposite Party No. 2 for a meagre amount of Rs. 12 Lakhs. He further submits that



in the complaint, there is allegation that husband of the complainant also received some amount but he has not been made accused.

5. However, learned counsel submits that without prejudice to his right and contention, the petitioner is ready to refund the cheque amount of Rs. 20 Lakhs in favour of the Opposite Party No. 2 by way of bank draft subject to the final outcome of the case.
6. On the other hand, learned counsel for the Opposite Party No. 2 vehemently opposed the prayer for bail and submits that taking advantage of the old relationship with the complainant, the petitioner agreed to sale two flats in favour of the complainant showing dire need of money and distress. The complainant believed in the story of the petitioner and paid a sum of Rs. 24 Lakhs for two flats as consideration amount. However, without prejudice to the right and contention of the complainant, the offer made by the petitioner for refund of the cheque amount of Rs. 20 Lakhs, subject to the final outcome of the case, is acceptable to the Opposite Party No. 2/complainant. He further submits that apart from 24 Lakhs, the complainant has also paid a sum of Rs. 2 Lakhs by cheque in favour of



the petitioner and Rs. 3,00,000/- in cash. The intention of the petitioner from the very beginning was to dupe the complainant.

7. Regards being had to the submissions advanced on behalf of the parties and taking into consideration the fact that the petitioner is ready to refund a sum of Rs. 20 Lakhs in favour of the complainant which is equivalent to the cheque amount, and the offer made by the petitioner has been accepted by the complainant, I am inclined to grant the petitioner privilege of anticipatory bail, subject to the condition that the petitioner will refund Rs. 20 Lakhs to the complainant within a maximum period of six months.
8. Out of Rs. 20,00,000/-, Rs. 5,00,000/- shall be paid in favour of the complainant by the petitioner by way of bank draft at the time of furnishing the bail bond. The rest amount of Rs. 15,00,000/- shall be paid to the Opposite Party No. 2 within a period of six months from today.
9. This application is, accordingly, allowed.
10. Let the petitioner, above named, in the event of his arrest or surrender before the Court below within a period of four weeks from today, 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
Judicial Magistrate, 1st Class, Patna, in connection with
Complaint Case No. 9741 (C) of 2022, subject to the
condition mentioned herein above and the condition laid
down under Section 438 (2) of the Code of Criminal
Procedure.

(Anil Kumar Sinha, J.)

Raj Ranjan/-

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