

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.79506 of 2023

Arising Out of PS. Case No.-10909 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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Binod Kumar Singh (Male), aged about 63 years, S/O Late Rup Narayan Singh, resident of Village- Chamuchak, P.S. Pipara (Punpun), Dist. Patna. A/P Bhagwat Nagar, P.S. Agam Kuan, Dist. Patna.

... .. Petitioner

Versus

1. The State of Bihar.
2. Sunil Kumar, S/O Late Ram Lakhan Singh, Resident of I.O.C. Road, Pragati Nagar, P.O.- Delwan Sipara, P.S. Beur, Patna-800004

... .. Opposite Parties

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Appearance :

For the Petitioner	:	Mr. Ajit Kumar, Advocate
For the O.P. No. 2	:	M/S. Rajesh Kumar Divakar and Ms. Jyoti Kumari, Advocates
For the State	:	Mr. Sanjay Kumar Tiwary, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

5 20-03-2024 A supplementary affidavit has been filed on behalf of the petitioner. Let it be kept on the record.

2. Heard learned counsel for the petitioner, learned counsel for the opposite party no. 2 and learned Additional Public Prosecutor for the State.

3. The petitioner is apprehending his arrest in connection with Complaint Case No. 10909 (C) of 2022 dated 19.09.2022 registered for the offences punishable under Sections 406, 420 and 468 of the I.P.C. and Section 138 of the N.I. Act.



4. As per the prosecution case, the petitioner was known to the complainant since long and he persuaded him to purchase a piece of land of one Dharmendra Kumar and a token money of Rs. 5,00,000/- (Rupees Five Lacs) through RTGS was paid to the petitioner by the complainant. A copy of the agreement dated 02.01.2021 purportedly signed by Dharmendra Kumar was provided to the complainant by the petitioner. It is further alleged that on the basis of the said agreement, three more transactions i.e., altogether Rs. 24,00,000/- was paid to the petitioner. A cheque dated 11.02.2011 of Rs. 6,00,000/- was also deposited in the account of Dharmendra Kumar. Therefore, total amount was paid to Dharmendra Kumar but when the sale deed was not executed for one year, the complainant approached Dharmendra Kumar who told him that the copy of agreement delivered by the petitioner to the complainant which was not signed him and Rs. 6,00,000/- had been borrowed by the petitioner which he had returned to him and Rs. 6,00,000/- was never meant to any agreement of sale. Thereafter, the complainant approached the petitioner on which he issued three cheques of Rs. 4,00,000/-, Rs. 2,00,000/- and Rs. 4,00,000/- on three different dates but all those cheques got dishonoured due to insufficient of fund in the account and neither the payment of



those cheques nor the payment of rest amount has yet been paid by the petitioner to the complainant despite issuance of legal notice to him.

5. Learned counsel for the petitioner has submitted that the petitioner is innocent and has been falsely implicated in this case. It is submitted that from perusal of the agreement dated 02.01.2021, it appears that the agreement was executed by the land owner Dharmendra Kumar, the complainant Sunil Kumar and Arun Kumar wherein the petitioner is merely as a witness alongwith two others on the said agreement. The said agreement was for a period of twelve months and the rate of the land was fixed for Rs. 2,25,100/- per katha and a sum of Rs. 5,11,000/- was paid to the land owner Dharmendra Kumar at the time of signing of agreement and rest amount was to be paid within a period of twelve months and the present complaint has been filed after expiry of the period of twelve months. It is further submitted that a token amount of Rs. 5,11,000/- was paid to the land owner Dharmendra Kumar at the time of execution of agreement and further a sum of Rs. 6,00,000/- was also deposited in the account of Dharmendra Kumar and therefore shifting the entire liability to the petitioner at subsequent stage appears to be an afterthought and rather grievances on the part



of the petitioner in conspiracy with the purchaser only to bargain some more amount. Furthermore, learned counsel for the petitioner by filing a supplementary affidavit on behalf of the petitioner has submitted that the petitioner has agreed to pay a total amount of Rs. 10,00,000/ (Rs. Ten Lacs) to the complainant. As per the supplementary affidavit filed by the petitioner, out of Rs. 10,00,000/- (Rupees Ten Lacs), Rs. 1,00,000/- (Rupees One Lac) has been handed over to the complainant for the present by way of initial payment and rest amount of Rs. 9,00,000/- (Rupees Nine Lacs) will be paid to the complainant within a period of nine months in equal instalments through Demand Draft from the date of receipt/production of a copy of this order. It is further stated in the supplementary affidavit filed by the petitioner that the payment of the aforesaid amount may not be treated as acceptance of the guilt and the amount is subject to the final order/judgment of this case. The petitioner has one criminal antecedent as stated in paragraph no. 3 of the bail application.

6. Learned A.P.P. for the State and learned counsel for the opposite party no. 2 have agreed on the contentions advanced on behalf of the learned counsel for the petitioner and they have not opposed the prayer for grant of anticipatory bail to



the petitioner.

7. Considering the aforesaid facts and circumstances of the case as well as the petitioner has agreed to pay a total amount of Rs. 10,00,000/- (Rupees Ten Lacs) to the complainant, let the above named petitioner, in the event of his arrest/surrender within a period of six weeks from today, be enlarged on anticipatory bail on furnishing bail bond of Rs. 20,000/- (Twenty Thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate-Ist Class, Patna, in connection with Complaint Case No. 10909 (C) of 2022, subject to the condition as laid down under Section 438(2) of the Code of Criminal Procedure with further condition:-

(I) The petitioner is directed to remain physically present before the learned court below on each and every date, failing which on two consecutive dates without reasonable cause, the prosecution will be at liberty to move for cancellation of his bail bonds.

II. The petitioner is directed to pay all settled amount to the complainant within the stipulated period, failing which, the court



below will be at liberty to cancel the bail
bonds of the petitioner.

II. The complainant is directed to take steps
for the disposal of this case at the earliest.

8. The application stands allowed.

(Chandra Prakash Singh, J)

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