

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.80051 of 2023

Arising Out of PS. Case No.-780 Year-2023 Thana- DANAPUR District- Patna

Mahesh Prasad, Son Of Late Prabhunath Rai R/O Village- Kharanja Road,
P.S.- Danapur, District- Patna

... .. Petitioner/S

Versus

The State Of Bihar and ano.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ashok Kumar Singh
For the Opposite Party/s : Mr.Chandra Bhushan Prasad- A.P.P.
Mr.Rudra Deo

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 05-03-2024 1. Heard learned counsel for the petitioner, learned
counsel for the opposite party no.2 and learned APP for the
State.

2. The petitioner seeks bail in anticipation of his arrest in a case registered for the offences punishable under Sections 420, 406 and 506 of the Indian Penal Code and Section 138 of the N. I. Act.

3. The learned counsel for the petitioner submits that the petitioner is a person with clean antecedent. It is next submitted that the opposite party no.2, herein, had entered into an agreement for sale with one Paras Rai in lieu whereof, Rs.6 Lacs was given. It is further submitted that Paras Rai, before executing the sale deed, died, thereafter his legal heirs denied



the agreement for sale entered into between the opposite party no.2 and Paras Rai. It is next submitted that the petitioner was a witness on the agreement for sale, which was entered into between opposite party no.2 and Paras Rai. It is further submitted that since petitioner was instrumental in getting the deal through in between opposite party no.2 and Paras Rai, as such, after his death when his legal heirs refused to register the land, the opposite party no.2 started pressurizing the petitioner for getting the money refunded in view thereof, it is alleged that an agreement was entered in between the petitioner and the opposite party no.2, wherein the petitioner had agreed to return the amount in lieu whereof, he issued two cheques of Rs.4 Lacs, which on presentation for encashment bounced.

4. The learned counsel for the petitioner next submits that even presuming what has been alleged is true without admitting, then it is not in dispute that an agreement was entered in between the petitioner and the opposite party no.2, but what is the validity of such agreement that will be seen in the trial, but for the present, it is submitted that at best if the cheque bounced which was issued in pursuance of an agreement, it would amount to breach an agreement and the case under Section 138 of the N. I. Act, but definitely no case under



Sections 406 and 420 of the I.P.C. is made out. It is also submitted that every breach of agreement does not give rise to a criminal offence.

5. Learned A.P.P. along with opposite party no.2 opposes the anticipatory bail application, but are not in a position to rebut the submission of the learned counsel for the petitioner that the dispute is purely civil to which a criminal colour has been given.

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 Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate-1st, Danapur, Patna in connection with Danapur P. S. Case No.780 of 2023, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

7. The application stands allowed.

(Satyavrat Verma, J)

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