

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.79388 of 2023

Arising Out of PS. Case No.-10091 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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MANMOHAN PRASAD S/o Late Ram Naresh Singh Resident of Mohalla -
Serullahpur, nand Gaon, Near Gandhi Murti, P.S.- Shasti Nagar, District -
Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. KUMAR SAGAR S/o Vishnu Chandra Prasad Resident of T-558,
Nirmalanchal, Lohiya Nagar Housing Colony, P.S.- Kankarbagh, District-
Patna- 800020

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Chandra Shekhar Anand, Advocate
For the Opposite Party/s	:	Mr. Choubey Jawahar, APP
For the O.P. No. 2	:	Mr. Pawan Kumar, Advocate
		Mr. Dinesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 4 23-08-2024 1. Heard learned counsel for the petitioner, learned

APP for the State along with learned counsel appearing on

behalf of the O.P. No.2.
2. The petitioner apprehends his arrest in connection

with Complaint Case No. 10091 of 2022 registered for the

offences punishable under Sections 420 and 468 of the Indian

Penal Code.
3. The learned counsel appearing on behalf of the O.P.

No. 2 submits that the case was heard at length on 19.04.2024

and a detailed order was recorded. It is further submitted that at



Para-6 of the order dated 19.04.2024, it was recorded:-

6. *“At this stage, the learned counsel appearing on behalf of the petitioner submits that from perusal of page-15 to the anticipatory bail application it would manifest that the same also records that the total consideration fixed for the land is Rs.79 lakhs out of which Rs.22,50,000/- in cash along with Rs.1,50,000/- by cheque was paid by the O.P. No.2, apart from Rs.30 lakhs which stands recorded in the agreement dated 11.03.2022. It is thus submitted that it is a known practice that in the agreement for sale the price of the land is recorded as per the stamp duty which is to be paid, in consonance with the circle rate prevailing, but then the land in reality fetches a higher price than the circle rate.”*

4. Today, when the case was taken up, the learned counsel appearing on behalf of the petitioner, based on instruction, denies receiving Rs. 22,50,000/- in cash as recorded on internal Page-15 of the anticipatory bail application, but then accepts that an amount of Rs. 1,50,000/- by way of cheque was received. It is also submitted that petitioner in total has received an amount of Rs. 31,50,000/- and the agreed price of the land was Rs. 79 Lakhs and if the O.P. No. 2 still is willing to pay the rest of the amount i.e. $\text{Rs. } 79,00,000 - 31,50,000 = \text{Rs. } 47,50,000/-$,



the petitioner is ready to execute the sale deed.

5. The learned counsel appearing on behalf of the O.P. No. 2 rebuts the said submission of the learned counsel appearing on behalf of the petitioner and submits that when petitioner is accepting that he received Rs. 1,50,000/- by way of cheque as mentioned on internal page-15 of the anticipatory bail application, then how come he is disputing that he has not received Rs. 22,50,000/- in cash. It is also submitted that what is not in dispute rather stands admitted is that when the agreement for sale was entered in between the petitioner and the O.P. No. 2 on 11.03.2022 at that time, the land was mortgaged with the bank and concealing the said fact petitioner had entered into an agreement for sale. It is also submitted that though the mortgage was redeemed on 25.03.2022, but thereafter the petitioner with a view to siphon off Rs. 54 Lakhs and odd paid by the O.P. No. 2 started denying that he has not received Rs. 22,50,000/-. It is also submitted that it absolutely does not stand to reason that from perusal of internal page-15 of the anticipatory bail application, it would manifest that the same is dated 11.03.2022 i.e. the date on which the agreement for sale was entered and the same records that the price of the land as agreed is Rs. 79 Lakhs out of which Rs. 22,50,000/- has been paid by way of cash and



Rs. 1,50,000/- by way of cheque and the said document is signed by the petitioner, it is further submitted that the petitioner did not dispute his signature before the learned Mediator. The said submission of the learned counsel appearing on behalf of the O.P. No. 2 is not disputed by the learned counsel appearing on behalf of the petitioner, but then it is submitted that petitioner before the learned Mediator had stated that it was his signature but he had not received Rs. 22,50,000/- on which the learned counsel appearing on behalf of the O.P. No. 2 submits that it does not appear probable that the petitioner would have signed the said document on 11.03.2022 without receiving Rs. 22,50,000/-.

6. Considering the submission made by the learned counsel appearing on behalf of the O.P. No. 2, the Court is not inclined to extend the privilege of anticipatory bail to the petitioner.

7. Accordingly, the instant anticipatory bail application stands rejected.

(Satyavrat Verma, J)

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