

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.77676 of 2023

Arising Out of PS. Case No.-115 Year-2023 Thana- BALIYA District- Begusarai

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1. LALITA DEVI @ LALITA KUMARI W/O ANIL KUMAR SHARMA @ ANIL KUMAR @ ANIL SHARMA R/O VILLAGE- SADANANDPUR, P.S- BALLIA, DISTT.- BEGUSARAI.
 2. ANIL KUMAR SHARMA @ ANIL KUMAR @ ANIL SHARMA S/O LATE RAM AOUTAR SHARMA @ LATE RAM AUTAR SHARMA @ RAM AOUTAR SHARMA R/O VILLAGE- SADANANDPUR, P.S- BALLIA, DISTT.- BEGUSARAI.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Bibhuti Kumar, son of Late Ram Sagar Singh, resident of village Sadanandpur, P.S. Ballia, District Begusarai

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Sandip Kumar Gautam
For the State	:	Mr.Shailendra Kumar
For the informant	:	Mr. Manoj Kumar Singh
		Mr. Prabhat Kumar

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 4 31-07-2024 1. Heard learned Counsel for the petitioners, learned Counsel for the informant and learned Additional Public Prosecutor for the State.
2. This application, for grant of anticipatory bail, arises out of Ballia Police Station Case No. 115 of 2023, disclosing offences punishable under Sections 406/420/504/34 of the Indian Penal Code.
3. The prosecution case, as per the First Information Report, is that a written agreement was arrived between the petitioners and the Opposite Party No. 2 for sale of a



piece of land, situated at Khata No. 1, Khesra No. 21, Thana No. 313, having an area of 10 dhurs, at mauza Ballia, in the district of Begusarai, for a total consideration amount of Rs. 14,00,000/-. The informant paid a sum of Rs. 3,03,000/- as advance and subsequently, paid 10,97,000/- on 28.02.2022, but the petitioners refused to execute the sale deed in favour of the Opposite Party No. 2/informant.

4. Learned Counsel for the petitioners submits that the petitioners have falsely been implicated in this case inasmuch as there was a written agreement for sale of the land, in question, dated 01.12.2021, and as per the agreement, the Opposite Party No. 2 was required to pay the total consideration amount of 14,00,000/-, which the complainant failed to pay to the petitioners, and accordingly, the petitioner no. 2 cancelled the agreement for sale on 28.02.2022. The petitioner no. 2 is a Teacher in Government Middle School and he refunded the advance amount of Rs. 3,03,000/- in favour of Opposite Party No. 2, out of which 2,00,000/- have been paid through cheque, which has been honoured, and Rs. 1,03,000/- was paid to the complainant by cheque, but the



same was not presented before the Bank. Accordingly, he submits that the petitioners are ready to refund a sum of Rs. 1,03,000/- in favour of the informant by way of bank draft within a period of six weeks from today, subject to the right and contention of the petitioners.

5. Learned counsel for the Opposite Party No. 2/informant opposed the prayer for bail and submits that the petitioners have failed to abide by the terms of the agreement by transferring the land in question after receipt of the entire consideration amount of Rs. 14,00,000/-. However, learned counsel submits that without prejudice to the right and contention of the Opposite Party No. 2/informant, the offer made by petitioners for refund of Rs. 1,03,000/- is acceptable to the Opposite Party No. 2 subject to the final outcome of the case.
6. Regards being had to the submissions advanced on behalf of the parties and taking into consideration the nature of allegation and the fact that the petitioners are ready to refund a sum of Rs. 1,03,000/- to the Opposite Party No. 2, which is acceptable to the Opposite Party No. 2, subject to the final outcome of the case and without



prejudice to his right and contention, I am inclined to grant the petitioners privilege of anticipatory bail, subject to the condition that the petitioners shall pay a sum of Rs. 1,03,000/- by way of bank draft in favour of the informant/Opposite Party No. 2 at the time of furnishing bail bond.

- 7. This application is, accordingly, allowed.
- 8. 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 Chief Judicial Magistrate, Begusarai, in connection with Ballia Police Station Case No. 115 of 2023, subject to the condition mentioned herein above and the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

Raj Ranjan/-

(Anil Kumar Sinha, J.)

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