

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9729 of 2024

Arising Out of PS. Case No.-346 Year-2023 Thana- GOPALPUR District- Bhagalpur

1. Prabha Rani, W/o - Late Kamala Kant Yadav R/o - Rangra Kol,P.S.- Falka, Dist.- Katihar, At present Sector- 3D,Quarter no.- 445,Bokaro Steel City,Bokaro, State - Jharkand.
2. Rajiv Ranjan@Rajeev Ranjan, S/o - Late Kamla Kant Yadav R/o - Rangra Kol,P.S.- Falka, Dist.- Katihar, At present Sector- 3D,Quarter no.- 445,Bokaro Steel City,Bokaro, State - Jharkand.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Aditya Nath Pandey, Advocate
For the State	:	Mr.Ram Priya Sharan Singh, APP
For the Informant	:	Mr. Sunil Kumar Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

8 04-10-2024 Heard Learned Counsel for the petitioners and

Learned APP for the State.

2. The petitioners are apprehending arrest in connection with Gopalpur (Rangra) P.S. Case No. 346/2023 registered on 20.07.2023 for the offences punishable under Sections 147, 148, 149, 342, 323, 384, 385, 406, 420, 427 and 506 of the Indian Penal Code.

3. As per the prosecution, the FIR has been lodged against nine accused persons including the present petitioners in which an allegation has been made by the informant that the informant has prepared an Agreement for the sale of the land



with the petitioners and had paid Rs.8,00,000/- (Rupees Eight Lakhs Only) in advance through bank but subsequently when request for sale of land has been made then the petitioners refused, resulting into lodging of the present case. Further allegation has been made that the said land has been handed over by the petitioners to another person who has stopped the informant from doing agricultural work.

3. Learned Counsel for the petitioners submits that the petitioners are innocent and have committed no offence. The story of the Specific Performance Contract is absolutely wrong. Counsel submits that petitioner no.1 is the mother and petitioner no.2 is her son. The husband of the informant and petitioner No. 1 was died. The husband of petitioner no.1 had provided the said land for doing agricultural work to the informant and in lieu thereof, the informant used to transfer money. Counsel further submits that the petitioners are accepting that the money has been received through bank account but the said money was not for the Specific Performance of the contract rather it was payment towards the Tenancy Lease. Counsel further submits that the informant has filed Title Suit No. 253 of 2023 pending before the Sub-judge, Naugachhia for Specific Performance of Contract, and hence, with the same allegation, he has lodged the



FIR also. He further submits that selling of land is basically a civil consequence for which the Specific Performance of the Contract is pending, therefore, criminal cases may not continue. The antecedent of the petitioners are clean and they are ready to fulfill all the conditions whatsoever shall be imposed upon them.

4. Learned APP for the State opposes the prayer for bail of the petitioners.

5. Learned Counsel for the Informant vehemently opposes the prayer for bail and submits that payment towards deed is Annexure R/4 but payment towards agreement has been mentioned in the deed which has been duly accepted by the petitioners. As such, the petitioners' Counsel wants to confuse the situation and take benefit of the same. Counsel further submits that taking payment for selling of property and subsequently providing the lease of the said property to some other person who is creating a problem for the informant, shall definitely create a criminal case.

6. After hearing the parties, particularly from the statement made in paragraph 2 of the Title Suit, it transpires to this Court that the husband of petitioner no.1 and the informant are friends and well-known to each other. The petitioners used



to reside in Bakaro City (Jharkhand) and the land was provided to the informant's husband to look after and in lieu thereof, he used to send money. It has been admitted that there is a lease between the husband of the plaintiff (informant) and the husband of petitioner no. 1. In this background, it transpires to this Court that the present dispute is civil in nature.

7. As such, let the above-named petitioners be released on anticipatory bail, in the event of arrest or surrender before the learned Court below within a period of 6 weeks from today, on furnishing bail bond of ₹30000/- (thirty thousand) each with two sureties of the like amount each to the satisfaction of the A.C.J.M. 1, Naugachia, Bhagalpur, in connection with Gopalpur (Rangra) P.S. Case No. 346/2023, subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

(Dr. Anshuman, J)

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