

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.10147 of 2025

Arising Out of PS. Case No.-390 Year-2023 Thana- BUDDHACOLONY District- Patna

Nitin Sharma S/o Late Laxman Sharma R/o Budha Colony, East Bording
Canal Road, P.S- Budha Colony, Dist- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Raghvendra Dubey S/o Sri Surya Narayan Dubey At present 345, J Azad Nagar, Rustampur, Near Jagdish Hospital, P.S.- Cantt, Distt.- Gorakhpur, U.P

... .. Opposite Party/s

with

CRIMINAL MISCELLANEOUS No. 13600 of 2025

Arising Out of PS. Case No.-390 Year-2023 Thana- BUDDHACOLONY District- Patna

Raghvendra Dubey @ Raghuvendra Dubey Son of Sri Surya Narain Dubey
Resident of 345J, Azad Nagar, Rustampur, near JagdishHospital, Gorakhpur,
Uttar Pradesh

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

(In CRIMINAL MISCELLANEOUS No. 10147 of 2025)

For the Petitioner/s : Mr. Rajesh Ranjan, Advocate

For the Opposite Party/s : Mr. Navin Kumar Pandey, APP

For the O.P. No.2 : Mr. Bindhyachal Singh, Senior Advocate

(In CRIMINAL MISCELLANEOUS No. 13600 of 2025)

For the Petitioner/s : Mr. Raghwendra Pratap Singh, Advocate

For the Opposite Party/s : Mr. Navin Kr. Pandey, APP

CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL JUDGMENT

Date : 23-06-2025

CR. MISC. No.10147 of 2025

Heard learned counsel appearing on behalf of



the parties.

2. The present petition is being filed on behalf of the petitioner for quashing the order dated 29.01.2025 passed by learned Additional Sessions Judge-XIV, Patna passed in Anticipatory Bail Petition No. 186 of 2025 arising out of Budha Colony P.S. case No. 390 of 2023 instituted for the offences punishable under section 409,420, 504, 506, 34 of the Indian Penal Code, whereby the learned court below has granted interim protection from arrest to the petitioner till further orders despite the fact that processes u/s 82 and 83 were issued against the petitioner.

3. It is submitted by Mr. Bindhyachal Singh, learned senior counsel appearing on behalf of O.P. No. 2 that in view of compromise as arrived between the parties in Cr. Misc. No. 13600 of 1025 as preferred by O.P. No. 2, Budha Colony P.S. Case No. 390 of 2023 was quashed by this Court, therefore, proceeding of A.B.P. No. 186 of 2025 pending before learned trial court becomes infructuous.

4. Aforesaid submission of Mr. Singh, was also



approved by learned counsel appearing on behalf of the petitioner. It is submitted that as proceeding of ABP No. 186 of 2025 now becomes infructuous as aforesaid, he be permitted to withdraw the present petition.

5. Request as advanced aforesaid stands allowed.

6. Accordingly, the present quashing petition stand disposed of being infructuous, as FIR in issue quashed by this Court through order dated 23.06.2025 as passed in Cr. Misc No. 13600 of 2025, on the basis of compromise arrived between the parties.

7. Let a copy of this order be sent to the learned trial court forthwith.

CR. MISC. No. 13600 of 2025

Heard learned counsel appearing on behalf of the parties.

2. The present quashing petition is being filed on behalf of the petitioner for quashing of FIR in connection with Budha Colony P.S. Case No. 390 of 2023 dated



15.06.2023 filed under Sections 409, 420, 504 and 506 and 34 of Indian Penal Code (in short IPC).

3. The informant namely, Nitin Sharma/ O.P. No. 2 is in person with his learned counsel.

4. As per prosecution story petitioner along with one Nitish Tripathi was running a company named M/s Ayan Infra Developers engaged in sand mining. They came into contact with the O.P. No. 2/ informant through one Anjani Kumar. It is further stated that the U.P government awarded tender to their company for large scale sand mining and they further informed that they were in the process of acquiring mining rights of 5-7 places and they were expecting huge profit in this project. They requested the O.P. No. 2/ informant to invest in their project and assured 30% annual return on such investment. The O.P. No. 2/ informant relying upon their assurance transferred a sum of Rs. 3,50,00,000/- (Rs. Three Crore Fifty Lakh) on different occasions i.e on 09.10.2017, 21.11.2017, and 29.01.2018 to petitioner through RTGS. However, to O.P.



No. 2 realized very soon that he has been duped by the petitioner and his associates as all the papers shown by them were forged. He thereafter requested the petitioner to return his money. The petitioner and his associate initially assured to O.P. No. 2/ informant to return his money but subsequently they started threatening him.

5. It is submitted by learned counsel appearing for O.P. No. 2 that he received Rs. 25,00,000/- (Rupees Twenty Five Lakh) through RTGS in his account as transferred by petitioner in terms of compromise and in compliance of orders dated 24.04.2025, 01.05.2025 and 08.05.2025, as passed in Cr. Misc. No. 10147 of 2025. It is also submitted that considering the statement of transaction *qua* Rs. 17,00,000/- (Rupees Seventeen Lakh), now informant/ O.P. No. 2 is not claiming the said amount and therefore, same be also treated as received and thus informant/ O.P. No. 2 of this case be deemed received in total of Rs. 42,00,000/- (Rupees Forty Two Lakh) out of Rs. 3,50,00,000/- (Rupees Three Crore and Fifty Lakh) and for balance of Rs. 3,08,00,000/- (Rupees Three Crore and



Eight Lakh Only), seven different post-dated cheques were received by informant/ O.P. No. 2 from petitioner, under compromise details of which is mentioned in the table below.

6. The details of cheques as handed over by petitioner to O.P. No. 2/ informant, namely, Nitin Sharma in terms of compromise as passed in Cr. Misc. No. 10147 of 2025 vide order dated 08.05.2025, in presence of their learned counsels which are as:-

Sr. No.	Date	Cheque No.	Amount	Bank
1	30.06.2025	074022	25,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063
2	30.10.2025	074023	25,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063
3	30.12.2025	074024	25,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063
4	30.06.2026	074025	50,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063
5	30.12.2026	074026	50,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS



				A/c 016711010000063
6	30.06.2027	074027	50,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063
7	15.03.2028	074028	83,00,000.00	Union Bank of India Name: AAYAN INFRADEVELOPERS A/c 016711010000063

TOTAL: 3,08,00,000.00

7. The matters appears settled in view of compromise as discussed aforesaid.

8. Petitioner is directed to comply with payments of aforesaid post-dated cheques in terms of compromise as arrived between the parties failing which the informant/ O.P. No. 2 of Budha Colony P.S. Case No. 390 of 2023 shall be at liberty to take appropriate legal remedies/ action in accordance with law against petitioner.

9. This Court extends its appreciation to efforts made by learned counsels appearing for the parties as to settle the dispute amicably.

10. In view of compromise, as discussed aforesaid continuing of present proceeding before court of learned trial court would amount to abusing process of court



of law, accordingly, FIR of Buddha Colony P.S. Case No. 390 of 2023 is hereby quashed *qua* petitioner alongwith all its consequential proceeding.

11. Accordingly, the present quashing petition stands allowed.

12. Let a copy of this order be sent to the learned trial court forthwith.

(Chandra Shekhar Jha, J)

Sudha/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	01.07.2025
Transmission Date	01.07.2025

