

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.15211 of 2025

Arising Out of PS. Case No.-385 Year-2024 Thana- ARWAL District- Jehanabad

Vikash Kumar @ Rajnikant Kumar S/o Ramkishore Sharma R/o Village-
Uphara, PS- Uphara, District- Aurangabad, at present R/o vill - Manpur
Bhusunda, P.S.- Muffasil, Distt.- Gaya

... .. Petitioner/s

Versus

1. The State of Bihar
2. Bhola Kumar S/o Kedar Shah R/o vill and Post- Baidarabad, P.S.- Arwal,
Distt.- Arwal

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Ramakant Sharam, Sr. Adv. Mr. Rakesh Kumar Sharma
For the Opposite Party/s :		Mr. Pushpa Sinha.1

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

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| 3 | 11-06-2025 | <ol style="list-style-type: none">1. Heard learned counsel for the petitioner and learned
Additional Public Prosecutor for the State.2. This application, for grant of anticipatory bail, arises out
of Arwal Police Station Case No. 385 of 2024, dated
05.10.2024, disclosing offences under Sections
316(2)/318(2) of the Bhartiya Nyaya Sanhita.3. The prosecution case, as per the First Information Report,
is that the petitioner entered into an agreement for sale for
a piece of land admeasuring 7 Katha as mentioned in the
agreement for sale annexed at Annexure-P/2 to the
present bail application. It has further been alleged that
total sum of Rs. 66 Lakh has been paid by the informant
in favour of the petitioner and other accused persons, but |
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the land, in question, has not been transferred by the petitioner and others.

4. Learned senior counsel for the petitioner submits that the petitioner is a teacher and has falsely been implicated in the present case on the basis of the facts which does not exist inasmuch as from the agreement for sale it would be clearly evident that the same was entered into between Shaymakant Kumar, Shashikant Kumar and the vendee Bhola Kumar. The name of the petitioner does not appear in the agreement for sale and the payment for the subject land was received by Shayamakant Kumar and Shashikant Kumar as would be evident from the acknowledgment receipt mentioned in the second page of the agreement for sale. Insofar as the allegation that a sum of Rs. 90,000/- and Rs. 28,000/- was given to the petitioner is concerned, learned counsel submits that during the course of investigation it has come to light that Rs. 90,000/- was transferred in the bank account of one Harinath and not in the bank account of the petitioner. Sofar as payment of Rs. 28,000/- is concerned, the petitioner is ready to refund the same to the informant without prejudice to his right and contention.



5. Learned counsel for the informant vehemently opposes the prayer for bail and submits that at the behest of the petitioner, the agreement for sale was entered into between the informant and the proposed vendor. The entire money was given at the instance of the petitioner and the petitioner has signed as identifier in the Panchnama held during Panchayat in which the proposed vendor has agreed to return the entire amount to the tune of Rs. 66 Lakh.
6. Having regard to the submissions made on behalf of the parties and taking into consideration the fact that the petitioner is not the proposed vendor and/or has entered into any agreement for sale with the informant and he is ready to refund the sum of Rs. 28,000/- in favour of informant subject to his right and contention, I am inclined to grant the petitioner privilege of anticipatory bail.
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 four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) each with two sureties of the like amount



each to the satisfaction of learned Chief Judicial Magistrate, Arwal, in connection with Arwal Police Station Case No. 385 of 2024, subject to the condition laid down under Section 482 (2) of the Bhartiya Nagrik Suraksha Sanhita, 2023. Further subject to the condition that the petitioner shall deposite a Demand/Bank Draft of Rs. 28,000/- in favour of the informant before the concerned Court at the time of furnishing bail bond.

(Anil Kumar Sinha, J)

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