

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.36749 of 2025

Arising Out of PS. Case No.-104 Year-2022 Thana- GANDHIMAIDAN District- Patna

1. Amit Kumar Singh Son of Rajendra Singh Resident of Mohalla - Harina Begon, Near Kali Mandir, Dumra, P.S.- Baghmara, District - Dhanbad, Jharkhand. Permanent Address Village and P.O.- Kundeshwar, P.S.- Sahpur, District - Bhojpur, Bihar - 802165.
2. Samit Kumar Singh Son of Rajendra Singh Resident of Mohalla - Harina Begon, Near Kali Mandir, Dumra, P.S.- Baghmara, District - Dhanbad, Jharkhand. Permanent Address Village and P.O.- Kundeshwar, P.S.- Sahpur, District - Bhojpur, Bihar - 802165.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Prakash Kumar S/o Ajay Kumar Singh Usha Niketan 4th floor Lalji tola patna PS Gandhi Maidan patna 800001.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ravi Prakash, Adv
For the Opposite Party/s : Mr Chandra Bhushan Prasad, APP
Mr. Chandra Bhushan Singh, Adv

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 6 18-09-2025 1. Heard learned counsel for the petitioners, learned A.P.P. for the State, Shri Chandra Bhushan Prasad and the learned counsel appearing on behalf of the informant.
2. The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 420, 467, 468 and 120B of the Indian Penal code.
3. Learned counsel for the petitioners submits that the petitioners have criminal antecedent of one case and two cases against them are pending in RERA. It is next submitted that informant alleges that petitioners contacted him and disclosed



that their company namely Jai Ram Construction Private Limited was constructing a multi-storied building in the name and style of Sri Sai Residency, Mauza- Bhelatand, P.S- Barwadda, District-Dhanbad, Jharkhand and if the informant is interested, he can get a flat at a cheap rate, hence the informant became ready to purchase a flat believing the petitioners. It is further alleged that petitioners informed the informant that their project got approved by State Bank of India and the informant is entitled to get loan from the said bank, thereafter on 29-5-2016 an agreement got executed in between the informant and the petitioners and on 23-11-2016 housing loan got sanctioned in favour of the informant, thereafter on instruction of the informant an amount of Rs. 10,10,600/- was paid by the bank to the petitioners and Rs. 1 lakh was earlier paid on 15-8-2014 in cash, as such the total amount paid by the informant to the petitioners was Rs. 11,10,600/-. It is next alleged that on 22-2-2020 sale deed was executed for the flat in name of the wife of the informant on the basis of completion certificate. It is further alleged that consideration money shown in the sale deed was Rs. 26,37,695/-, accordingly the informant asked the petitioners as to why an amount of Rs. 26,37,695/- is recorded in the sale deed when he has only paid Rs. 11,10,600/-, but the petitioners



did not give a satisfactory reply. It is next alleged that even completion certificate was sent to the informant by post, it was thereafter only that sale deed got executed in the name of his wife, after execution of the sale deed the informant visited the flat and saw that lot of work still remained to be done, on which petitioners assured the informant that remaining work would be done expeditiously, but there was no progress in completing the remaining work and thereafter informant came to know that many irregularities were committed by the petitioners in construction of multi storied building, thereafter the petitioners started inquiring and came to know that an amount of Rs. 8,89,400/- was transferred from the bank in the account of Jai Ram Construction Private Limited without any instruction of the informant, accordingly he inquired from the bank that under what circumstances the money has been transferred, when there is no authorization letter issued by him, but no satisfactory reply was given.

4. The learned counsel for the petitioners submits that petitioners have been falsely implicated in the instant case by the informant. It is next submitted that from perusal of the allegation as alleged in the FIR, it would manifest that it is an admitted fact that sale deed with respect to the flat in question



was executed in favor of the wife of the informant. It is further submitted that the total consideration amount payable by the informant for the flat was Rs. 26 lakhs and odd, but then the petitioners paid only an amount of Rs. 19 lakhs. It is submitted that earlier an amount of Rs. 11,10,000/- was paid and thereafter an amount of Rs. 8,89,400/- was transferred from the account of the informant in the account of the company. It is next submitted that the informant had assured that rest amount shall be paid and the petitioners believing the informant since they were known to each other executed the sale deed but then the said amount till date has not been paid. It is also submitted that though in the FIR, it is alleged that sale deed was executed without the flat being completed in all respect, but then the same is a false allegation for the reason that it does not appear probable that a purchaser would purchase a flat even without inspecting the same before the sale deed is executed. It is further submitted that even presuming what has been alleged is true without admitting then a criminal case was uncalled for when in terms of the Agreement entered in between petitioners and the informant, there was a clause for redressal of dispute by sole arbitrator, but then the informant instead of resorting to the procedure as envisaged in the Agreement, instituted the instant



criminal case with a view to coerce the petitioners into submission.

5. Learned APP and the learned counsel appearing on behalf of the informant opposes the anticipatory bail application, but then are not in a position to rebut the submission of the learned counsel appearing on behalf of the petitioners that the Agreement entered in between the petitioners and the informant had a dispute redressal clause at clause 19 of the Agreement.

6. Considering the submissions made by the learned counsel for the petitioners, the petitioners above-named, in the event of their arrest or surrender before the learned trial court within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Gandhi Maidan P.S. Case No. 104 of 2022, subject to the conditions as laid down under Section 482 (2) of the BNSS.

(Satyavrat Verma, J)

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