IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.35671 of 2025

Arising Out of PS. Case No.-1053 Year-2023 Thana- BARACHATTI District- Gaya

1. Kabita Verma, aged about 45 years (F), wife of Raghunandan Prasad, R/O Village -Musharshavda, P.S. -Mohanpur, Distt-Gaya
2. Raghunandan Prasad, aged about 49 years (M), Son of Late Mahan Mahto, R/O Village -Musharshavda, P.S. -Mohanpur, Distt-Gaya
3. Vikash Kumar @ Vikash Verma @ Sonu, aged about 29 years (M), Son of Raghunandan Prasad, R/O Village -Musharshavda, P.S. -Mohanpur, Distt-Gaya

... ... Petitioners

Versus

The State of Bihar

... ... Opposite Party

Appearance :

For the Petitioners	:	Mr. Paras Nath, Advocate
For the Informant	:	M/S. Ganesh Prasad Singh and Md. Anwar, Advocates
For the State	:	Mr. Md. Nazir Ansari, A.P.P.

CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

3 12-08-2025 Heard learned counsel for the petitioners, learned counsel for the informant and learned A.P.P. for the State.

2. The petitioners seek bail in connection with Barachatti P.S. Case No. 1053 of 2023 dated 06.12.2023 registered for the offences punishable under Sections 406, 420, 504, 506 read with Section 34 of the I.P.C.

3. As per the prosecution case, Kavita Verma (petitioner no. 1), Raghunandan Prasad (petitioner no. 2), Avinash Kumar and Vikash Kumar @ Sonu (petitioner no. 3) came to the house of the informant and met with his wife and

talked about the sale of 03 decimals of land for a consideration amount of Rs. 6,00,000/- and the informant's wife paid Rs. 4,25,000/- on 08.05.2018 to the accused persons according to the agreement for sale of land in the presence of the witnesses but on the request of his wife the sale deed of 03 decimals of said land could not be executed. It is further alleged that for the execution of sale deed of another 09 decimals of land through Cheque No. 002904 dated 29.06.2018 amounting to Rs. 2,50,000/- issued by the ICICI Bank, Cheque No. 002905 dated 03.07.2018 amounting to Rs. 2,50,000/- issued by the ICICI Bank and Cheque No. 445409 dated 29.06.2018 as well as cash i.e., total Rs. 16,00,000/- out of Rs. 18,00,000/- was paid to the accused persons and rest of Rs. 2,00,000/- would be paid after the execution of 9 decimals of land but the accused persons did not execute the sale deed and they are not ready either to execute the sale deed of land or return money to the informant.

4. Learned counsel for the petitioners has submitted that the petitioners are innocent and has falsely been implicated in this case. It is submitted that the agreement for sale of land dated 08.05.2018 between the wife of the informant and the petitioner no. 2 for which total amount of Rs. 4,25,000/- paid to the petitioner no. 2 is false and concocted agreement prepared

by the informant because the same is not the registered agreement rather the same has been prepared on the basis of fraudulent act rather no such agreement has been entered into the parties. It is further submitted that from perusal of the F.I.R., it appears that the first agreement for the sale of land was entered between the parties and accordingly, sale deed was not executed then in what circumstances, the informant has further proceeded to purchase another 9 decimal of land from the same land holder and paid Rs. 5,00,000/- to the petitioner nos. 1 and 3 and as per the averment made in the F.I.R., he admitted to pay total Rs. 9,25,000/- which is false and concocted. It is further submitted that if it is assumed that the agreement for the sale of land is correctly entered between the parties in that circumstance, the informant only paid Rs. 4,25,000/- to the petitioner no. 2. The informant claimed that he paid Rs. 5,00,000/- to the petitioner nos. 1 and 3 through different cheques is also false and concocted. If such amounts have been paid through cheques then it would be clear from the Bank Statement of the informant himself but no such Bank Statement has been produced by him which falsifies the prosecution case. It is further submitted that only negotiation was made between the parties for the sale of land by the petitioner no. 2 but the price negotiation could not be arrived between the parties and later on, the petitioner no. 2 denied to sell his land thereafter, the informant lodged the present false case against the petitioners to put them under pressure so that they would agree to further sell his land to the informant. It is further submitted that during the course of investigation, the Investigating Officer inquired about the Bank Statement of the informant and the petitioners but no any transaction from the cheque claimed to be issued by the informant was made to the petitioners in that view of the matter, the allegation made by the informant against the petitioners is baseless and concocted and during the course of investigation not a single chit of paper has been produced to the Investigating Officer by the informant to prove with respect to any transactions of the amount made in favour of the petitioners. The charge sheet has already been submitted in the present case. It is further submitted that it is a case of civil dispurte. Learned counsel for the petitioners has placed reliance on the judgment in the case of ***Bimla Tiwari Vs. State of Bihar and others (Special Leave Petition (CRL.) Nos. 834-835 of 2023)*** at para 10, the Hon'ble Apex Court has held that "we would reiterate that the process of criminal law cannot be utilized for arm-twisting and money recovery, particularly while opposing the prayer for bail." The petitioners have clean antecedent as stated in paragraph no. 3 of the bail petition. The petitioners are in custody in this case since 09.03.2025.

5. Learned A.P.P. for the State and learned counsel for the informant have vehemently opposed the bail petition of the petitioners. Learned counsel for the informant has filed a counter affidavit and in paragraph no. 3 of the said counter affidavit, it has been stated that for the purpose of land purchase, the informant had given Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) to the petitioners through Cheques as well as cash. At first, he had given Rs. 3,00,000/- (Rupees Three Lakhs Only) through the S.B.I. Cheque bearing No. 445407 and Rs. 1,25,000/- through cash to the petitioners and further he had given Rs. 5,00,000/- (Rupees Five Lakhs Only) through S.B.I. Cheque No. 445409, Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) bearing ICICI Cheque No. 2904 and Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) through ICICI Cheque No. 2905 which has been withdrawn in the account of Suresh Kedia, Suresh Kedia and Krishna Prajapa respectively. Further he had given Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) cash to the petitioners.

6. Considering the aforesaid facts and circumstances

of the case as well as the period of custody, the petitioners, above named, are directed to be enlarged on bail on furnishing bail bond of Rs. 20,000/- (Rupees Twenty Thousand) each with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-II, Sherghati, Gaya in connection with Barachatti P.S. Case No. 1053 of 2023 with further condition:-

(I) The petitioner nos. 2 and 3 except petitioner no. 1 Kabita Verma, who is a lady, are directed to remain physically present before the learned court below on each and every date, failing which on two consecutive dates without reasonable cause, the bail bonds of the petitioner nos. 2 and 3 are liable to be cancelled.

7. The application stands allowed.

(Chandra Prakash Singh, J)

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