

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.64772 of 2024

Arising Out of PS. Case No.-83 Year-2023 Thana- GOH District- Aurangabad

Shyamal Kanti Bhattacharya Son of Late Dharendra Nath Bhattacharya
Resident of Mohalla- 83 Parnasree Pally Road No. 04, Ward No. 131,
Parnasree, P.S.- Parnasree, District- South 24 Pargana, Kolkata, 700060

... .. Petitioner/s

Versus

1. The State of Bihar Patna
2. Sudhir Kumar Son of Sri Rajendra Rajak Village- Thanapar, Tola Ghoghi,
P.S.- Goh, Dist.- Aurangabad.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Akashdeep, Advocate Mr. Shyameshwar Kumar Singh
For the Opposite Party/s	:	Mr. Khurshid Anwar, APP
For the Informant	:	Mr. Binod Kumar, Advocate

CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

5 25-06-2025 Heard learned Counsel for the petitioner, learned
counsel for the O.P. No.2 and learned Additional Public
Prosecutor for the State.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 420, 476
and 468 of the Indian Penal Code.

3. The allegation against the petitioner is that, on a
sale consideration of Rs. 50 lakhs, the petitioner received an
amount of Rs. 20 lakhs from the informant/complainant for the
sale of the property of the petitioner in Calcutta.

4. Learned counsel for the petitioner, at the outset,



submits that the present case arises out of a complaint which was subsequently sent for institution of FIR under Section 156(3) of the Cr.P.C. There is an outright denial of the fact that any such agreement was entered into by the petitioner with the complainant/informant and no transaction of money has taken place between them. As a matter of fact, a forged and fabricated agreement dated 15-04-2019 has been created, although the stamp on the first page of the agreement would show that the same had been bought on 22-02-2019, that is, much before the parties actually entered into the alleged agreement. The witnesses during the course of investigation are the only two witnesses who have allegedly signed on the agreement.

5. Further, it would appear from the materials collected during the course of investigation that no substantial or concrete evidence has been gathered against the petitioner rather, it would appear from a reading of paragraph 13 of the case diary that the alleged money has not been transferred into any account of the petitioner and further, there is no answer to the question as to why no receipt of money transaction has been brought on record. Further, from paragraph 17 of the case diary also it would appear that on demand, the informant could not produce any documentary evidence to show that the amount was



transferred into any account of the petitioner. The learned counsel for the petitioner has also submitted that the opposite party no. 2 has deliberately concealed and suppressed the fact that he was a tenant in the house of the petitioner and the said fact is substantiated from paragraph 33 of the case diary. It would also appear from paragraph 61 of the case diary that despite efforts made, no witnesses came forward to support the allegations made by the O.P. No. 2.

6. Learned counsel appearing for the O.P. No. 2, however, opposes the grant of anticipatory bail on the ground that he has been cheated of an amount of Rs. 20 lakhs and the petitioner has not fulfilled his promise to execute the sale deed.

7. Taking the rival contentions into consideration, this Court is of the view that there is dearth of sufficient material to substantiate the allegations made by the O.P. No. 2 and further not honoring an agreement would also not constitute an offence under the alleged Sections. It is also taken into consideration that the petitioner is an old man aged about 74 years and there is no flight risk of the petitioner and also that he has no criminal antecedent, let the petitioner, above named, in the event of his arrest or surrender before the Court below within six weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten



thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate, 1st Class, Daudnagar, Aurangabad, in connection with Goh P.S. Case No.83 of 2023, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure/Section 482 (2) of the B.N.S.S., 2023 and subject to the further condition that the petitioner shall co-operate in the investigation/trial.

(Soni Shrivastava, J)

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