

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.64366 of 2025

Arising Out of PS. Case No.-1313 Year-2023 Thana- NAWADAH COMPLAINT CASE
District- Nawada

Sanjay Yadav, S/O Late Kishun Yadav, R/O Village- Ebrahimipur, P.S.-
Narhat, District- Nawada

... .. Petitioner/s

Versus

1. The State of Bihar
2. Shailendra Yadav, S/O Late Shivnandan Yadav, R/O Village- Radhebigaha,
P.S.- Narhat, District- Nawada, At Present residing at Village- Budhaul, P.S.-
Nawada, Dist.- Nawada

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Rajesh Kumar Mishra, Advocate
For the State	:	Mr. Meena Singh, APP
For Opp. Party No.2	:	Mr. Dharendra Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL ORDER

3 12-11-2025 Heard Mr. Rajesh Kumar Mishra, learned Advocate

for the petitioner and the learned APP for the State. The opposite

party no.2 entered his appearance through Mr. Dharendra Singh,

learned Advocate

2. The petitioner is apprehending his arrest in
connection with Complaint Case No. 1313 of 2023, wherein
cognizance has been taken for the offences punishable under
Sections 420 and 506 of the Indian Penal Code.

3. The informant alleges that on request of the
petitioner, he agreed to purchase a piece of land for a
consideration amount of Rs.3,10,000/-. The parties entered into



an agreement on 10.02.2023 and the informant paid Rs.61,000/- and thereafter Rs.20,000/- to one Guriya Devi. Further after few days Rs.50,000/- through Pay Phone and a cash of Rs.1,79,000/-, besides Rs.27,290/- for Stamp, but the petitioner did not execute the sale deed. The informant also got to know that the land does not belong to the petitioner. A cheque of Rs.2,80,000/- was given to the informant by the petitioner, but it did not honour.

4. Learned Advocate for the petitioner submitted that even if the allegation levelled in the F.I.R. is taken to be true, prima facie, it appears to be predominantly civil in nature and the complainant is not remedy-less. If the claim of the informant was bona fide, he may approach before the Civil Court of competent jurisdiction for Specific Performance of Contracts. He further submits that since cognizance has not been taken under Section 138 of the Negotiable of Instruments Act, hence the complainant's case regarding handing over the cheque does not find corroborated. The bona fide of the petitioner is also writ large that he accepted that the complainant had given only Rs.1,11,000 (Rs.61,000/- cash at the time of agreement and Rs. 50,000/- through Phone Pay) and he has always ready to return the same, notwithstanding the aforesaid facts, the complainant



instituted the present complaint case.

5. On the other hand, learned APP for the State and the informant opposed the bail application and submit that once the petitioner has admitted that he has taken the amount for executing the land in favour of the informant, the fraudulent intention of the petitioner cannot be ruled out.

6. Having considered the submissions advanced by the learned Advocate for the respective parties and taking note of the allegation, which is predominantly civil in nature, besides the fair antecedent of the petitioner, let the petitioner, named above, in the event of his arrest or surrender before the court below within four weeks from the date of receipt/production of a copy of this order, be released on bail on furnishing bail bonds of Rs.10,000/- (Rupees ten thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate, 1st Class, Nawada in connection with Complaint Case No. 1313 of 2023, subject to the condition as laid down under Section 482 (2) of the Bharatiya Nagarik Suraksha Sanhita, 2023 with the further conditions:

(i) One of the bailors shall be the own/close relative of the petitioner.

(ii) The petitioner is directed to pay Rs.51,000/- at the



time of furnishing of bail bonds to the informant and further Rs.60,000/- within a period of four months from the date of furnishing of bail bonds, for which the petitioner himself has given undertaking before this Court and averred in paragraph nos. 17 and 22 of the bail application.

(Harish Kumar, J)

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