

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74285 of 2024

Arising Out of PS. Case No.-745 Year-2022 Thana- BETTIAH CITY District- West
Champaran

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Dilip Kumar Kharwar @ Dilip Prasad Khrawar S/o Late Kishun Mahto R/o
Village- Jagdishpur, Ward No.10, P.S.- Jagdishpur, District- West Champaran

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Shravan Kumar Keshan s/o- Girdharilal Keshan, R/o- Kamalnath Nagar, PS-
Bettiah Town,

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Bimlesh Kumar Pandey, Adv.
For the State	:	Mr. Mohammed Arif, APP.
For the Informant	:	Mr. Surendra Kishore Thakur, Adv.

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CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA
ORAL ORDER

3 15-04-2025 Heard learned counsel for the petitioner, learned A.P.P. for
the State and learned counsel for the informant.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 406, 420,
467, 468, 471 of the Indian Penal Code.

3. The case arises out of a complaint which was
subsequently sent for institution of FIR u/s 156(3) of Cr.P.C.
The prosecution case, in brief, is that on 16.06.2021 at about 11
AM, co-accused Sandeep Kumar Keshan came at the shop of
the informant/complainant along with two persons and
introduced the petitioner as staff of Nautan Circle Office and
also assured the informant/complainant that he would assist in



getting the land mutated in his name and the same was affirmed by co-accused Munnilal Sharma and the petitioner. It is further alleged that co-accused Munnilal Sharma offered to sell his land to the informant/complainant for which all the three accused persons took Rs. 5,50,000/- from the informant/complainant and the said Munnilal Sharma wrote an agreement for sale in favour of the informant/complainant. It has further been alleged that when the informant/complainant made an inquiry regarding the land for which Mahadnama was executed, he came to know that the mutation documents of the land in question were forged. On being pressurized by the informant/complainant to return the entire amount, the petitioner gave five cheques of Rs. 50,000/- each with an assurance that if the deed for the land in question is not executed, the entire amount would be returned to him.

4. At the very outset, learned counsel for the petitioner submits that the entire transaction as alleged in the complaint petition is between 16.06.2021 and 11.08.2021, whereas the present complaint was filed on 28.07.2022, whereupon the FIR was lodged. It is further submitted that the petitioner is neither the staff of any Circle Officer nor he has any concern with so-called mutation of the alleged documents of the informant/complainant as alleged in the FIR. So far as the



agreement for sale is concerned, the same is between the informant and co-accused Munnilal Sharma and the petitioner is noway concerned with the said agreement for sale. So far as the five cheques, which have been stated to be given by the petitioner standing as guarantor for Munnilal Sharma, are concerned, it has been submitted that the said fact is not true and as a matter of fact, the petitioner had paid those cheques for purchasing some lands from co-accused Munnilal Sharma through the present informant/complainant. It is further submitted that no case under Section 138 of the Negotiable Instruments Act has been filed against the petitioner and the dispute happens to be totally civil in nature for which the informant/complainant should have approached the competent Court of civil jurisdiction.

5. Learned APP for the State and learned counsel for the informant/complainant oppose the prayer for bail submitting that besides other grounds, the petitioner has six criminal antecedents. In response to the same, learned counsel for the petitioner submits that the entire list with regard to criminal antecedent of the petitioner has been given in para 3 of the bail application which would show that in all the cases, the petitioner is either acquitted or a final form has been



submitted in his favour.

6. Considering the above mentioned facts and particularly the fact that the matter is essentially of civil nature as well as the fact that co-accused Munnilal Sharma would be responsible for any amount that has been taken from the informant/complainant as he is the person who had executed the agreement for sale in favour of the informant/complainant, I am inclined to grant the privilege of anticipatory bail to the petitioner. 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) with two sureties of the like amount each to the satisfaction of learned CJM, Bettiah, West Champaran in connection with Bettiah Town P.S. Case No. 745 of 2022, subject to the condition as laid down under Section 438 (2) of the Cr.P.C/ 482 (2) of the BNSS, 2023.

(Soni Shrivastava, J)

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