IN THE HIGH COURT OF JHARKHAND AT RANCHI
A. B. A. No. 3391 of 2025

1. Binu Mahto, aged about 46 years, son of late Malar Mahto
2. Kinu Mahto, aged about 50 years, son of late Malar Mahto
3. Sri Rambrit Mahto @ Rambrit Kumar @ Rambrit Mahto, aged about 43 years, son of late Mallar Mahto
4. Sarita Devi, aged about 37 years, wife of Binu Mahto
   All petitioners No. 01 to 04 are resident of At Pundag Basti, P.O. Pundag, P.S. Jagarnathpur, Pundag O.P. District-Ranchi, Jharkhand

..... … Petitioners

Versus

1. The State of Jharkhand
2. Pawan Kumar, son of Kailash Prasad, Resident of At Flat No. 3A, Manorma Enclave, Argora, P.O. Argora, P.S. Argora, District-Ranchi, Jharkhand

..... … Opposite Parties

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Petitioners :Mr. A.K. Kashyap, Sr. Advocate
Mr. Pawan Kumar Pathak, Advocate
For the State : Mrs. Anuradha Sahay, A.P.P.
For the O.P. No.2 : Mr. Ajit Kumar, Sr. Advocate
:-Mr. Rajeev Kumar Sinha, Advocate
: Mr. Vishnu Kumar Mahto, Advocate

11/ 20.12.2025: Heard Mr. A.K. Kashyap, learned senior counsel for the petitioners, Mrs. Anuradha Sahay, learned counsel for the State and Mr. Ajit Kumar, learned senior counsel for the O.P. No.2.

2. The petitioners are apprehending their arrest in connection with Jagarnathpur P.S. Case No. 381 of 2024, registered under sections 406/420/504/506/427/34 of the I.P.C, pending in the Court of learned Judicial Magistrate, Ranchi.

3. Mr. A.K. Kashyap, learned senior counsel for the petitioners submits that the petitioners have an ancestral property in Pundag Mouza at Ranchi and they have entered into an agreement with O.P. No. 02 who is owner of M/s Star Engicon Private Limited for construction for a building over this land in the year, 2012 and thereafter on 24.06.2014 both parties signed another agreement regarding development of this land but work has not been done by the O.P. No.2 within time and then again 24.02.2020 another

agreement was made between the parties by which the earlier agreement was modified and as per this agreement the share of the petitioners and builder are 44% (petitioners) in ground floor and 56% (builder) in another floor. He next submits that total consideration amount was Rs. 7,75,000,00/- and out of which Rs. 1,00,00,000/- was paid to the petitioners and for the rest amount of Rs. 6,75,00,000/-, eight post dated cheques (amounting to Rs. 84,37,500/- each) were issued by the developer. He next submits that subsequently the builder has stopped the payment of cheuqe amount in view of that said amount of post dated cheques has not been transferred in favour of the petitioners. He also submits that petitioner no.1 has been compelled to file complaint being Complaint Case No. 39668 of 2024. He further submits that inspite of best efforts measurement of entire area has not been done by the builder for that dispute is there. He next submits that petitioner no. 1 has been compelled to move before the Jharkhand Real Estate Regulatory Authority in Complaint Case No. 39 of 2022 and the same was dismissed however non payment of cheque amount was not considered in right perspective. He further submits that petitioners have also preferred appeal before the appellate authority being Appeal No. 13/2024 and the same was dismissed by order dated 01.10.2024. He then submits that dispute is between owner and builder and in the light of agreement the matter is of civil dispute inspite of that F.I.R has been lodged. On these grounds, he submits that the petitioners may kindly be provided privilege of anticipatory bail.

4. On the other hand, Mr. Ajit Kumar, learned senior counsel for the O.P. No.2 opposes the prayer and submits that O.P. No.2 has been cheated by the owner. He draws the attention of the Court to the first agreement and submits that amount has been settled to the tune of Rs.

7,75,00,000/- out of which Rs. 1,00,00,000/- was paid and for the rest amount of Rs. 6,75,00,000/- eight post dated cheques have been issued however the petitioners have not executed power of attorney and unnecessarily the petitioners are disturbing and giving threatening to the O.P. No.2-builder. He also accepts the submission that ratio has been decided to 44% and 56% between the parties. He further submits that first agreement was modified by agreement dated 24.06.2014 and the request of the petitioners has been accepted by the said agreement and area of land has been reduced by way of annexure-C to the counter affidavit which is agreement dated 24.02.2020 on the request of petitioners and the petitioners have further entered into an agreement for sale of entire share on 26.12.2023. He also refers to orders of Jharkhand Real Estate Regulatory Authority and Appellate Authority. On this background, he submits that for the conduct of the petitioners the builder-O.P. No.2 has been cheated for that rightly F.I.R has been lodged and in view of that anticipatory bail may kindly be rejected.

5. Learned counsel for the State opposes the prayer and submits that in para 46 of the case diary it has come that the petitioners have given threatening to the O.P. No.2 for withdrawing the case.

6. In view of above and looking into contents of F.I.R it transpires that complaint case was filed by the petitioner no.1 against the builder-O.P. No.2 and from the four agreements it appears that parties have reached to the certain terms and conditions however terms and conditions were not implemented. The petitioners are contending that entire area is not being measured and the O.P. No.2 is saying that inspite of sale agreement and payment of Rs. one crore, power of attorney was not executed. Further it is an admitted position that for the cheque amount eight post dated cheques

have been issued by the builder however subsequently it has been stopped and payment has not been made. The order of Jharkhand Real Estate Regulatory Authority and Appellate Authority are there and in the light of these facts, prima facie it transpires that the matter is of civil dispute.

7. In the attending facts and circumstances of the case, I am inclined to grant anticipatory bail to the petitioners. Accordingly, the above named, petitioners are directed to surrender before the learned court within three weeks from today and in the event of their surrender / arrest, the petitioners shall be released on bail, on furnishing bail bonds of Rs. 25,000/- (twenty five thousand) each with two sureties of the like amount each, to the satisfaction of learned Judicial Magistrate, Ranchi, in connection with Jagarnathpur P.S. Case No. 381 of 2024, subject to conditions as laid down under Section 482 (2) of B.N.S.S, 2023.

Dt.20.12.2025 **(Sanjay Kumar Dwivedi, J.)**

satyarthi-