

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.31835 of 2026

Arising Out of PS. Case No.-716 Year-2023 Thana- RUPASPUR District- Patna

=====

Dhananjay Tiwari @ Brijmohan Tiwari @ Chunnu S/o Late Damodar Tiwari
Resident of Rupaspur Bhattha Par, P.S. - Rupaspur, Dist. - Patna.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr. Ashok Kumar Jha, Advocate

For the Opposite Party/s : Mr. Shailendra Kumar Singh, A.P.P.

=====

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 08-05-2026 1. Heard learned counsel for the petitioner and
learned A.P.P. for the State.

2. The petitioner seeks bail in a case registered for the
offences punishable under Sections 467, 468 and 120(B) of the
Indian Penal Code.

3. Learned counsel for the petitioner submits that
petitioner has antecedent of one case and is in custody since
24.03.2026 and the informant alleges that the petitioner along
with nine named accused persons came and showed a piece of
land as detailed in the F.I.R. and disclosed that the land has been
purchased by Sunita Devi from Chunnu Kumar on 23.09.2020.
Further, Sunita Devi had executed a power of attorney in favour
of her son for selling the land and based on the power of
attorney, Naveen executed a deed of absolute sale with respect
to 1 Katha 10 Dhur of land for an amount of Rs.75 lakhs and



Amrish Kumar became a witness on the sale deed. Further, an amount of Rs.57 lakhs was transferred to Naveen by NEFT and an amount of Rs.18 lakhs in cash and through electronic mode was given to Santosh and his wife Pinki and Rs.5 lakhs was given in cash to the mediator, i.e., Rs.1.5 lakhs to Amrish Kumar, Rs.1.5 lakhs to Priti and Rs.50,000/-each to Ramvrat and petitioner. It is further alleged that for purchasing the land, an amount of Rs.62 lakhs was taken as loan from the bank and the informant is paying installment of Rs.76,000/- per month. It is further alleged that after the boundary was constructed, the same was demolished by some persons on the ground that the land belongs to them and on inquiry, it transpired that Chunnu Kumar never sold the land to Sunita Devi and the power of attorney was a fake document. It also transpired that Chunnu Kumar had sold the land pertaining to Khata No. 161 to Sunita Devi and not the land pertaining to Khata No. 162 which was sold to the informant. Further, Sunita Devi by making forgery in the sale deed relating to Khata No. 161 got the land of the Khata No. 162 mutated pertaining to Khesra No. 1155, area 5 Katha 9 Dhur 7 Dhurki, thus, alleges that all the accused persons in connivance cheated the informant.

4. Learned counsel appearing on behalf of the



petitioner submits that from perusal of the allegation as alleged in the FIR, it would manifest that thrust of the allegation of committing forgery is against Sunita Devi and her son and the petitioner is alleged to have received commission of Rs.50,000/-. It is further submitted that even petitioner was not aware of the forgery being committed by Sunita Devi and her son, namely, Naveen. It is reiterated and submitted that petitioner is in custody since 24.03.2026. It is next submitted that if the privilege of regular bail is granted to the petitioner, the petitioner will not abscond rather will cooperate in the trial to prove his innocence.

5. Learned A.P.P. for the State vehemently opposes the prayer for regular bail of the petitioner.

6. Considering the submissions made by the learned counsel appearing on behalf of the petitioner, the petitioner, above-named, is directed to 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 the learned Trial Court where the case is pending in connection with Rupaspur P.S. Case No. 716 of 2023.

7. However, it is made clear that if the learned Trial Court comes to a conclusion that petitioner, after his release on



bail, is trying to delay the framing of charge or after framing of charge is trying to delay the trial of the case in any manner, the learned Trial Court, in both the conditions, shall be at liberty to cancel the bail bonds of the petitioner.

(Satyavrat Verma, J)

Kundan/-

U		T	
---	--	---	--

