

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.41873 of 2026

Arising Out of PS. Case No.-617 Year-2025 Thana- NAUBATPUR District- Patna

Sanjay Kumar Jaiswal Son of Late Ramnandan Prasad Jaiswal Resident of
Village Jaiswal Market Naubatpur Bazar, P.S.- Naubatpur, District- Patna.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Dhananjay Kumar, Adv.
For the Opposite Party/s : Mr. Md. Aslam Ansari, Adv.
For the Informant : Mr. Ajay Kumar, Adv.

CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL ORDER

2 06-07-2026 Heard the parties.

2. The petitioner is named in the F.I.R. and apprehending his arrest in connection with Naubatpur P.S. Case No. 617 of 2025 registered for the offences punishable under Sections 316(2), 337, 336(2), 61(2) and 340(2) of BNS.

3. As per FIR petitioner alleged to cheat the informant by executing agreement of sale for a plot bearing no. 265 and 624 of *Khata* no. 67, having total area 2650 sq. feet.

4. It is submitted by learned counsel appearing on behalf of the petitioner that dispute between the parties are civil in nature and as such present criminal prosecution is



completely un-occassioned and un-warranted. It is pointed out that admittedly petitioner received Rs. 1,65,00,000/- from the informant against land deal. It is pointed out that due to certain confusion and accounting problem the deal was not executed. While concluding arguments it is submitted that petitioner found involved in one more criminal case, where he has been acquitted.

5. Learned APP duly assisted by Mr. Ajay Kumar learned counsel for the informant, while opposing the prayer of bail submitted that intention of this petitioner was to cheat the informant from very inception of the land deal and therefore, he mentioned wrong plot number i.e., 265 in the agreement to sale, dated 11.03.2019 (Annexure- P/2) of the present bail petition. It is submitted that subsequently it was changed to plot no. 625 by petitioner by adopting forged means, which is apparent from impugned order and copy of agreement to sale also.

6. It is further submitted that petitioner issue notice dated 14.10.2022 and alleged that informant himself mentioned plot no. 265 by way of forged means in the



agreement and thereafter, it was claimed that as informant failed to pay the balance consideration for plot no. 625 in terms of agreement dated 11.03.2019, amount as already paid to petitioner by the informant stands forfeited and with same prayer the petitioner filed a title suit no. 282 of 2025 which is pending before court of learned Civil Judge 1st Danapur. It is submitted that all these acts of the petitioner are sufficient to gather that he was under intention to cheat informant from very inception of the land deal just to grab the amount of Rs. 1,65,00,000/-, what he admittedly received from the informant.

7. In view of aforesaid, as factual aspect of this case *prima-facie* suggest that the petitioner was under intention to cheat informant from very inception of the land deal, by forged entry of plot in agreement to sell, which not belongs to him, accordingly, the prayer of anticipatory bail of petitioner stands rejected.

(Chandra Shekhar Jha, J)

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