

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.63906 of 2025

Arising Out of PS. Case No.-244 Year-2025 Thana- HAJIPUR SADAR District- Vaishali

1. Akhilesh Kumar @ Akhilesh Kumar Paswan Son of Late Mahesh Paswan R/o Village - Chakchameli, P.S. Kajipur, District - Vaishali.
2. Shiv Shankar Sahni Son of Late Jangali Sahni R/o Village - Dhobghatti, P.S. - Kajipur, District - Vaishali.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Harendra Yadav Son of late Jairam Yadav Resident of T Sat High Road Kolkata 700088, Taratala Kolkata Port Prabhag, West Bengal, India (Mob-9831354711)

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Ms. Bela Singh, Advocate
		Mr. Rajeev Ranjan, Advocate
For the Opposite Party/s	:	Mr. Ram Sevak Choudhary, APP

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 23-03-2026 1. Heard learned counsel for the petitioners, learned A.P.P. for the State and the learned counsel appearing on behalf of the informant.

2. The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 316(2), 318(4), 338, 336(2), 308(5), 352, 351(2) (3) and 126(2) of the BNS, 2023.

3. Learned counsel for the petitioners submits that petitioners are persons with clean antecedent and the informant alleges that he entered into an agreement with Indrajeet, Balram



and Vikash for acquiring 50 bigha of land at Mouza Dhobighat and Chakchameli, the accused were required in terms of the agreement to make a 70 feet road from front of Khesra No. 175, Chakchameli Mouza to Khesra No. 100 within 30 days and thereafter shall hand over possession of 20 bigha of land and thereafter shall hand over possession of rest 30 bigha of land in lieu whereof an advance of Rs. 10 Lakhs was to be given, it is next alleged that thereafter the accused persons started preparing fake agreements in the name of farmers and in lieu whereof took Rs. 10 Lakhs by way of advance, further Vikash informed the informant about the forgery being committed by Indrajeet and Balram and thus requested to remove him from the agreement and also disclosed that earlier also the accused had indulged in such activity, further when enquired about the agreement, it transpired that the agreement with farmers were fake and farmers did not receive any amount, thereafter the informant himself entered into an agreement with farmers and acquired the land at a higher rate, the accused persons, thereafter, started threatening and demanded extortion which informant out of fear paid, but when it became a regular habit the extortion was not paid, it is next alleged that petitioners with help of other accused forcibly grabbed the land of the informant, but with the help of



police, the grabbers were removed, it is also alleged that on instruction of Indrajeet and Balram, land owner, Shiv Shankar, despite taking the entire consideration is not registering the land and Akhilesh, grandson of Bhagiya Devi, also entered into an agreement with the informant for selling the land in the name of his grandmother and in lieu whereof an amount of Rs. 49,25,000/- was paid in the account of Akhilesh, but then Akhilesh also did not execute the sale deed.

4. Learned counsel for the petitioners submits that petitioners have been falsely implicated in the instant case by the informant, it is next submitted that as far as petitioner no. 1 is concerned, he is grandson of Bhagiya Devi. It is next submitted that no doubt an agreement was entered in between petitioner no.1 and the informant for selling a piece of land in the name of Bhagiya Devi, but then in lieu whereof an amount of Rs. 49,25,000/- was credited in the account of petitioner no. 1 on instruction of Bhagiya Devi, but then the consideration fixed for purchasing the land by informant was Rs. 78 Lakhs, as such, the informant further paid an amount of Rs. 29 Lakhs in the account of Rangeen, son of Bhagiya Devi and uncle of petitioner no. 1 and thereafter a sale deed was executed by Bhagiya Devi dated 04.10.2024. It is further submitted that in



the sale deed, the consideration amount is recorded as Rs. 78,75,000/-, it is thus, submitted that Rs. 49,25,000/- was credited in the account of petitioner no. 1 and Rs. 29,25,000/- was credited in the account of his uncle, Rangeen cumulatively comes to Rs. 78,50,000/-, thus the agreement which petitioner no. 1 entered with the informant has been complied with, but then the informant, concealing the said fact, has instituted the instant FIR only to coerce petitioner no. 1 into submission. It is next submitted that as far as petitioner no. 2 is concerned, it is not disputed that petitioner no. 2 received an amount of Rs. 10 Lakhs, but then before the sale deed could be executed, the informant forcefully grabbed his land and constructed a warehouse for which Title Suit No. 862 of 2025 has been instituted in the Court of learned Sub-Judge -I, Vaishali and presently the case is pending before the learned Sub-Judge-VIII, Vaishali. It is also submitted that the dispute is purely civil to which a criminal colour has been given.

5. Learned A.P.P. for the State as well as the learned counsel appearing on behalf of the informant opposes the anticipatory bail application of the petitioners.

6. Considering the submissions made by the learned counsel for the petitioners, the petitioners above-named, in the



event of their arrest or surrender within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Hajipur Sadar P.S. Case No. 244 of 2025 subject to the conditions as laid down under Section 482 (2) of the BNSS.

7. Accordingly, the instant anticipatory bail application is allowed.

(Satyavrat Verma, J)

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