

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.68851 of 2024

Arising Out of PS. Case No.-165 Year-2020 Thana- PATNA COMPLAINT CASE District-
Patna

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1. Bibekanand Sinha S/o- Late Yugal Kishore Singh Mohalla- Rajiv Nagar Road No.14A, PS- Rajiv Nagar Twon and Dist- Patna
 2. Smt. Sunita Singh @ Sunita Kumari wife of Bibekanand Sinha Mohalla- Rajiv Nagar Road No.14A, PS- Rajiv Nagar Twon and Dist- Patna
 3. Saurabh Kumar Son of Bibekanand Sinha Mohalla- Rajiv Nagar Road No.14A, PS- Rajiv Nagar Twon and Dist- Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kumar Sanjeev Son of Shivji Prasad Sharma R/o- Kankarbagh Main Road, Old Bypass Ps- Kankarbagh Town Dist- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Vinod Kumar, Advocate.
For the State : Mr.Jharkhandi Upadhyay, APP.
For O.P. No.2 : None.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH

ORAL ORDER

6 24-06-2026 Heard learned counsel appearing on behalf of the
petitioners and learned APP for the State.

2. No one appears on behalf of the O.P. No.2.

3. The petitioners seek pre-arrest bail in connection
with Complaint Case No. 165(C) of 2020 registered for the



offence punishable under Sections 406, 420 and 120B of the Indian Penal Code and Section 138 of the N.I. Act only against petitioner no.1.

4. Prosecution case, in brief, is that the accused persons agreed to sell their house situated at Rajeev Nagar, Patna, to the complainant for a consideration of Rs. 80,00,000/-. In pursuance thereof, the complainant allegedly paid Rs.40,00,000/- to the accused persons in different installments. Subsequently, the accused persons refused to execute the sale deed and assured the complainant that the advance amount would be refunded. For such repayment, they executed a bond dated 20.09.2018 and issued three cheques, which were not encashed and ultimately expired. Thereafter, fresh cheques were allegedly issued by the accused persons towards repayment of the said amount. However, when presented for encashment, the cheques were dishonoured due to insufficiency of funds and other reasons. It is alleged that the accused persons, having received Rs. 40,00,000/- from the complainant on the pretext of selling the house, dishonestly retained the amount and thereby cheated the complainant.

5. It appears from the very beginning that the petitioners fraudulently received a sum of Rs. 40,00,000 (rupees



forty lacs) through different modes. Petitioner submits that he has returned an amount of Rs. 20,40,000/- to the O.P. No.2. In support of this, he refers to the communication made at Page Nos. 32, 33 and 34 of the bail application. I find that in respect of communication made at Page Nos. 32, 33 and 34, no statement has been made in that regard in the bail application. On perusal of the xerox copy of the certain communication, it is also not apparent that said communication has been made by the petitioner to the O.P. No.2.

6. Considering the nature of allegation, the matter was referred *vide* order dated 11.02.2026 for settlement of dispute by way of mediation. Learned Mediator has reported that the mediation failed as the petitioners are not interested to settle the dispute through the process of mediation. The complaint reveals that the petitioners had issued three cheques to the O.P. No.2, but all the cheques were dishonoured due to insufficient fund.

7. In view of the above conduct of the petitioners, I find that from very beginning the petitioners wanted to deceive the O.P. No.2 and at the same time parties have not availed appropriate remedy before the competent civil court for realization of the amount by the respective parties.

8. In such circumstances, I find that better course



would be to allow the parties to avail appropriate remedy in
accordance with law.

9. Accordingly, the bail application stands dismissed
being devoid of any merit.

(Purnendu Singh, J)

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