

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.67257 of 2025

Arising Out of PS. Case No.-1206 Year-2023 Thana- BHAGALPUR COMPLAINT CASE
District- Bhagalpur

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Akhil Kumar Roy S/O Bindeshwari Roy R/o Resham Nagar, PS- Zero Mile,
Distt.- Bhagalpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Bobby Kumari W/O Ajay Kumar Choudhary Permanent R/O Vill.- Gauripur,
P.S.- Bihpur, Dist.- Bhagalpur. at Present Jyoti Vihar, PS- Zero Mile, Distt.-
Bhagalpur

... .. Opposite Party/s

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Appearance :

For the Petitioner	:	Mr. Amresh Kumar Sinha, Advocate
For the State	:	Mr. Vinod Shanker Modi, APP
For the Complainant	:	Mr. Subodh Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

6 22-04-2026 Heard learned counsel appearing on behalf of the

petitioner, learned APP appearing on behalf of the State and

learned counsel appearing on behalf of the

complainant/Opposite Party No. 2.

2. The petitioner apprehends his arrest in a complaint
case registered for the offence punishable under Sections 406,
420, 323, 120B, 504 and 34 of the Indian Penal Code.

3. As per complaint petition, it is alleged that this
petitioner induced the complainant to purchase a land for Rs.
3,32,000/- and after taking the consideration money, he executed
a sale deed in favour of the complainant. However, later on,



complainant discovered that the land in question does not belong to this petitioner and he has sold a land to her without having right, title or possession over the same. It is further alleged that when complainant/Opposite Party No. 2 demanded her money back, this petitioner refused to return the same and also threatened her.

4. It is submitted by learned counsel appearing on behalf of the petitioner that petitioner is quite innocent and has committed no offence. As a matter of fact, co-accused Saroj Kumari was the real owner of the land in question and the same was also mutated in her name. Co-accused Saroj Kumari had given registered power of attorney to this petitioner and on the basis of the same, this petitioner executed the sale deed in favour of the complainant. Moreover, the sale deed in question was executed in the year 2012 and the present complaint petition has been filed in the year 2023 and there is no plausible explanation for the inordinate delay. The dispute is with regard to sale and purchase of land, which is purely civil in nature. By way of filing supplementary-affidavit, it is further submitted that at this stage, without admitting his guilt, petitioner is ready to deposit the amount alleged consideration money, amounting to Rs. 3,32,000/- (Rupees three lakh thirty-two thousand), in easy



installments.

5. On the other hand, learned A.P.P. appearing on behalf of the State and learned counsel for the complainant/Opposite Party No. 2 have vehemently opposed the prayer for grant of anticipatory bail to the petitioner.

6. Considering the facts and circumstances of the case, general and omnibus nature of accusation, delay in lodging of the complaint petitioner and aforesaid undertaking of the petitioner, prayer for grant of anticipatory bail to the petitioner is allowed.

7. Accordingly, in the event of arrest/surrender within a period of eight weeks from today, let the above named petitioner be enlarged on bail on furnishing bail-bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate 1st Class, Bhagalpur in connection with Complaint Case No. 1206 of 2023, subject to condition as laid down under Section 482(2) of the B.N.S.S., along with the following terms and conditions:

“ A. The Complainant/Opposite Party No. 2 would file an affidavit before the court below and bring on record her saving bank account number for its communication to the petitioner.

B. At the time of furnishing bail-bond, Rs. 1,32,000/- (Rupees one lakh thirty-two thousand) shall be paid in the account of the complainant/Opposite Party No. 2 and a receipt



of the same shall be submitted at the time of furnishing bail bond.

- C. Rest amount i.e. Rs. 2,00,000/- (Rupees two lakh) shall be bank account of the complainant/Opposite Party No. 2 in two equal installments amounting to Rs. 1,00,000/- each within a period of six months from the date of furnishing bail-bond.
- D. The aforesaid payment shall be subject to the final outcome of the case.
- E. If petitioner fails to comply the aforesaid direction of this Court, the learned Trial Court is free to cancel the bail-bond of the petitioner.”

8. It is made clear that without going into the merit of the case, the aforesaid order has been passed only for the purpose of grant of bail.

(Prabhat Kumar Singh, J)

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