

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.68830 of 2025

Arising Out of PS. Case No.-223 Year-2025 Thana- DANAPUR District- Patna

Abhishek Kumar S/o Chandrika Prasad @ Chandrika Singh Resident of Flat no. 408, Amrapali Green Halvasiya Apartment, Sector-3, Vrindavan Yojna, P.S.- P.G.I., District- Lucknow, State- Uttar Pradesh, at present resident of Ground Floor, Asmi Realtors, Near R.P.S. Law College, P.S.- Danapur, District- Patna, State- Bihar

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Subodh Kumar S/o- Late Devendra Rai, R/O- Saguna, P.S.- Danapur, Dist.- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Kamlesh Kumar Singh
For the Opposite Party/s : Mr.Rajiv Nayan

CORAM: HONOURABLE MR. JUSTICE NAWNEET KUMAR PANDEY

ORAL ORDER

5 04-02-2026 Heard learned counsel for the petitioner as well as learned APP for the State.

2. In this case, the petitioner is seeking regular bail in connection with Danapur P.S. Case No. 223 of 2025, registered for the offences punishable under Sections 406, 420, 467, 468, 471 of the IPC.

3. The informant is landlord and the petitioner is the developer. There was an agreement between the informant and the petitioner that the petitioner would develop apartment on the land, measuring two and a half *kathas*, belonging to the informant. That deed of agreement was executed on 10.04.2013.



According to the FIR, there was a condition in the development agreement that if the construction was not completed within a period of two and a half years, the deed would become inoperative. It has further been mentioned in the FIR that the petitioner (developer) failed to complete the construction within the stipulated period, and thereafter the informant, by a cancellation deed dated 20.08.2016, cancelled the previous deed of agreement. After cancellation of the agreement, the informant constructed an apartment on the said land, but the petitioner sold two flats.

4. The learned counsel for the petitioner has submitted that the petitioner is innocent and has falsely been implicated. The deed of agreement of share division was entered into between the informant and the petitioner on 06.11.2021 and according to that deed, the flats sold by the petitioner fell into his share. He is the owner of those flats which he had sold.

5. On the other hand, the learned APP for the State and the learned counsel for the informant have opposed the prayer for bail by submitting that the petitioner committed forgery and prepared a forged deed, which is a share-division agreement alleged to have been entered into between the petitioner and the informant in the year 2021. It has also been



submitted that a civil suit is pending.

6. The genuineness of the deed of 2021 is disputed by the informant, whereas according to the petitioner, it is a genuine deed. Except civil court of competent jurisdiction, no one can decide whether the deed is genuine or forged. There is no adjudication by the civil court till date on this point. The matter appears to be purely civil in nature. The petitioner has been under custody for near about six months.

7. Considering the above-mentioned facts and circumstances, let the petitioner above-named be released on bail on furnishing bail bonds of Rs.10,000/- with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate-I, Danapur in connection with Danapur P.S. Case No. 223 of 2025, subject to the condition that the petitioner shall cooperate in the disposal of trial and make himself available as and when required by the court.

8. The civil court, where the matter is pending, is expected to expedite the case.

(Nawneet Kumar Pandey, J)

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