

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.70999 of 2025

Arising Out of PS. Case No.-7704 Year-2023 Thana- PATNA COMPLAINT CASE District- Patna

1. Abhinav Kumar Sharma @ Abhinav Sharma S/o Subhash Kumar Sharma
Director The Land to Home Infra Developers Pvt Ltd, Office situated at Flat
No 402, Ratna Shree Apartment, Kidwaipuri, PS- Kotwali Town, and
District- Patna 800001
2. Rituraj S/o Shri Lal Bahadur Shastri Ex-Director, The Land to Home Infra
Developers Pvt Ltd, Office situated at Flat No 402, Ratna Shree Apartment,
Kidwaipuri, PS- Kotwali Town, and District- Patna 800001

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kumar Anand S/o Shri Dilip Kumar R/o vill - Painal, P.S.- Bihta, Distt.- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Narendra Kumar
For the Opposite Party/s : Mr.Rajesh Kumar
Mr.Rajesh Kumar Sharma

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 16-04-2026 1. Heard learned counsel for the petitioners, learned
APP for the State and the learned counsel appearing on behalf of
the complainant.

2. The petitioners seek bail in anticipation of their arrest in Complaint Case No.7704(C) of 2023 registered for the offences punishable under Sections 341, 406, 504 and 506 of the Indian Penal Code.

3. The learned counsel for the petitioners submits that the petitioners are persons with clean antecedent and the informant alleges that he along with his wife had booked a flat in the Year



2018 and the petitioners being Director of the Company had assured that the flat would be completed by May, 2021, as such, the petitioners had paid an amount of Rs.39 Lacs, but the flat was not completed in time, thus complainant cancelled his agreement on 14.05.2022 and the company gave assurance letter dated 10.10.2022 that complainant would get Rs.60 Lacs i.e. current market value of the flat, but then, the complainant neither got the flat nor his money was returned, hence the amount credited by the complainant in the account of the company was misappropriated by the accused persons including the petitioners.

4. The learned counsel for the petitioners submits that petitioners have been falsely implicated in the instant case by the complainant. It is next submitted that no doubt, complainant had entered into an agreement with the petitioners for purchasing a flat, but since the flat was not completed in time, hence registered agreement was cancelled and the company returned an amount of Rs.5 Lacs to the complainant.

5. The learned counsel appearing on behalf of the complainant vehemently opposes the anticipatory bail application of the petitioners. It is next submitted that complainant is an employee of the SBI and had taken a loan of Rs.41 Lacs from the bank and after taking the loan, the said amount was credited in the company's account of the petitioners.



6. At this stage, a query was made from the learned counsel appearing on behalf of the petitioners by the Court that as to whether the amount of Rs.41 Lacs was credited in the account of the company or not, on which the learned counsel appearing on behalf of the petitioners fairly submits that the amount was credited in the account of the company. The learned counsel appearing on behalf of the complainant next submits that petitioners are willy litigant and have not returned the amount which was credited in the account of the company. It is next submitted that since complainant had taken loan from the bank and had credited the amount in the account of the company despite flat not being given to him, the complainant till date is depositing the EMI of the loaned amount. It is further submitted that petitioners had earlier moved before the learned District Judge by filing ABP No.3123 of 2024 and from perusal of the order dated 27.07.2024 in ABP No.3123 of 2024, it would manifest that before the Court, the petitioners had accepted that they will return the amount based on their undertaking no coercive action was granted by the learned District Court. It is further submitted that thereafter the case was taken up on 30.10.2024, when no coercive action granted to the petitioners was vacated by the learned District Court as petitioners were not appearing in the case, thereafter on 16.11.2024, the petitioners withdrew their ABP No.3123 of 2024. It is submitted



that no liberty was granted to the petitioners to file second anticipatory bail application as would manifest from the order dated 16.11.2024 in ABP No.3123 of 2024. It is further submitted that petitioners thereafter filed ABP No.4896 of 2024 and again by an order dated 25.11.2024, interim protection was granted till next date, thereafter the case was taken up on 20.02.2025, when petitioners were directed to appear on the next date i.e. 27.02.2025, since petitioners in between 25.11.2024 to 20.02.2025 were not appearing in the case, thereafter ABP No.4896 of 2024 was taken up on 27.02.2025 and the same came to be rejected. It is further submitted that on one hand the petitioners were approaching the learned District Court seeking anticipatory bail on false undertaking that they are willing to return the amount and on the other hand, had filed Cr. Revision No.685 of 2024 against the order dated 06.12.2023 passed in Complaint Case No.7704 of 2023 filed by the complainant in which cognizance was taken, but then, Cr. Revision No.685 of 2024 came to be rejected by an order dated 04.09.2025.

7. The learned counsel appearing on behalf of the complainant thus submits that this demonstrates the conduct of the petitioners that how willy litigant they are.

8. The Court after hearing the learned counsel appearing on behalf of the complainant asked the learned counsel



appearing on behalf of the petitioners whether petitioners are willing to return the amount which was credited in the account of the company by the complainant or not on which the learned counsel appearing on behalf of the petitioners flatly submitted that petitioners will not return the amount.

9. Considering the submissions made by the learned counsel appearing on behalf of the complainant and also taking into consideration the submission made by the learned counsel for the petitioners that petitioners will not return the amount credited in the account of the company, prima facie demonstrates that petitioners right from the inception had an intention to cheat, hence the Court is not inclined to extend the privilege of anticipatory bail to the petitioners.

10. The prayer of the petitioners for anticipatory bail stands rejected.

(Satyavrat Verma, J)

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