

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.79985 of 2025

Arising Out of PS. Case No.-521 Year-2025 Thana- AGAMKUAN District- Patna

Suraj Kumar S/o Late Ashok Yadav R/o Mohalla - Daud Bigha, P.S -
Agamkuan, Dist- Patna

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Hansraj, Advocate Mr. Pramod Kumar, Advocate
For the Informant	:	Mr. P.N. Shahi, Sr. Advocate Mr. Santosh Kumar, Advocate
For the Opposite Party/s	:	Mr. Syed Ehteshamuddin, A.P.P.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

5 02-04-2026 Heard Mr. Hansraj, learned Counsel for the

petitioner, Mr. P.N. Shahi, learned Senior Counsel for the

Informant and learned Additional Public Prosecutor for the

State.

2. This application, for grant of anticipatory bail,

in connection with P.T.N. 3364 of 2025, arises out of

Agamkuan P.S. Case No. 521 of 2025 for the offence

registered under Sections 126(2), 115(2), 308(5), 338,

336(3), 340(2), 318(4), 352, 351(2), 61(2) of Bharatiya

Nyaya Sanhita.

3. As per the prosecution case, when the informant

was constructing the boundary of his land bearing Khata



No. 301, Plot No. 481, situated at Mauza-Kumhrar, the petitioner along with four unknown persons arrived there and stopped the construction work and abused the laborers. When the contractor informed the informant about the incident, thereafter, the informant arrived upon his land along with his brother. Having seen them, the petitioner and other accused persons started abusing him, and when he objected, they started threatening the informant that if the work would not be stopped, they would shoot him and they would not refund the amount of Rs. two crores thirty lakhs given to the petitioner by the informant. The petitioner did not allow the informant to construct boundary upon the land on the ground that the petitioner has got the land in question registered in his favour. It has further been alleged that on the basis of forged document, the petitioner is claiming the title upon the subject land and got electric meter installed illegally. They further demanded extortion amount from the informant and also took rupees one lakh from the informant's clerk on the point of gun and further threatened that if the work would not be stopped, they would be done away with. They also pressurised to withdraw the



Agamkuan P.S. Case No. 837 of 2023 and Agamkuan P.S. Case No. 424 of 2025.

4. Mr. Hansraj, learned counsel for the petitioner submits that the petitioner has falsely been implicated in this case inasmuch as the petitioner has purchased the land in question from one Kailash Sahni by way of registered sale deed dated 05.05.2025, and he is the rightful owner of the land in question. The copy of sale deed registered in favour of the petitioner has been annexed at Annexure P/2 of the bail application. He further submits that there is bona fide dispute of title between the informant and the petitioner. The land is originally owned by one Veena Jha who sold the same in favour of Kailash Sahni and in turn the petitioner has purchased the land from Kailash Sahni. It has further been submitted that the falsity of the allegation against the petitioner is further evident from perusal of FIR of Agamkuan P.S. Case No. 424 of 2025, in which the informant has stated that he has entered an agreement with Veena Jha for the land in question, while in the present FIR, the informant claims to be the owner of the land in question, which is contrary to each other. The petitioner has neither



demanded any extortion from the informant nor any extortion amount has been delivered to him. The petitioner has installed electric meter upon the land in question on the basis of he is being the rightful owner of the land.

5. On the other hand, Mr. P.N. Shahi, learned Senior Counsel for the Informant vehemently opposed the prayer for anticipatory bail and submits that the petitioner is a land broker and land mafia and is indulged in illegal activities in order to extort money from the rightful purchaser of the land. Earlier the informant had contacted the petitioner for purchase of a piece of land and the petitioner agreed to sell the land in question situated at Agamkuan and assured him to get the land registered in his name through its owner, Veena Jha.

6. When the land for which the informant paid huge amount to the petitioner was not transferred in favor of the informant, the informant, upon inquiry, came to know that the petitioner never contacted the rightful owner of the land, namely, Veena Jha. In that situation, the informant entered into registered agreement for the sale dated 15.06.2023 with Veena Jha for total consideration amount



of Rs. 1 crore 95 lakhs. The possession of the land was delivered to the informant by Veena Jha as per the registered agreement for sale, and thereafter, the informant started construction of boundary wall on the subject land, upon which the petitioner threatened the informant with dire consequences and demanded extortion amount based upon the forged sale deed allegedly executed and registered by Veena Jha in favor of one Kailash Sahni, from whom the petitioner has purchased by way of registered sale deed dated 05.05.2025, annexed at Annexure P/2 of the bail application.

7. Learned Senior Counsel further submits that when the land was not registered in favour of the informant even after paying the amount of Rs. 2 crore 30 lakhs to the petitioner, the informant was compelled to lodge an FIR against the informant having Agamkuan P.S. Case No. 837 of 2023. The anticipatory bail application of the petitioner was rejected by the High Court in the aforesaid P.S. Case No. 837 of 2023; thereafter, the petitioner moved an application for regular bail before Patna City Court having B.P. No. 968 of 2024. In the said regular bail application,



the petitioner agreed to refund the entire amount in favour of the informant by way of the compromise petition filed before the City Court, having the terms and conditions for refund of the amount mentioned in para 3 of the compromise petition. The petitioner failed to abide by the terms of compromise also and the post dated cheques given to the informant were bounced for which the informant filed complaint against the petitioner under Section 138 of N.I. Act having Complaint Case No. 10854 of 2025. The bail allowed on the basis of compromise on the promise of the petitioner that he would pay the entire amount dated 05.12.2024 was subsequently cancelled by the City Court on 17.01.2026.

8. Learned counsel next submits that the sale deed, which has been produced as Annexure P/2 by the petitioner, is also a false and fabricated document inasmuch as in description of land the petitioner has disclosed the deed no. 1683 of 1990 of erstwhile owner Smt. Veena Jha which during the investigation by the police has been found to be forged and fabricated. The deed no. 1683 belongs to one Savitri Devi, wife of Vaidhnath Singh, and is not the deed in



favour of Smt. Veena Jha. Further, the petitioner has claimed that Veen Jha sold the land in favour of Kailash Sahni, but no details of the sale in favour of Kailash Sahni by the alleged Veen Jha has been mentioned in the sale deed, including the deed number, page no., etc. Only a bald statement has been made without any document of title including the revenue receipt being issued in favour of Kailash Sahni. Accordingly, the submission is that the petitioner, on the basis of forged and fabricated document and the fabricated sale deed, is trying to disturb the possession of the informant on the land in question, who has entered into registered agreement for sale with transfer of possession with its rightful owner, Smt. Veena Jha. The copy of the registered agreement for sale with Veena Jha has been annexed at Annexure O.P. 2/5 to the counter affidavit.

9. Lastly, it has been submitted that the conduct of the petitioner, is further apparent from the fact that the wife of the petitioner was granted anticipatory bail by this Court arising out of an FIR bearing Agamkuan PS Case No. 837 of 2023 in Cr. Misc. No. 56935 of 2025 and at the time of



surrender she was impersonated at the behest of the petitioner for which on the direction of the concerned court, FIR bearing Alamganj P.S. Case No. 980 of 2025 has been lodged at Patna City against the petitioner and his wife.

10. Regards being had to submissions made by the parties, the materials available on record in totality and the nature of allegation made in the FIR this court finds that there is prima facie material against the petitioner to connect him with the present offence, I am not inclined to grant the petitioner privilege of anticipatory bail.

11. Accordingly, the prayer for bail is rejected.

(Anil Kumar Sinha, J)

Siwani/-

U		T	
---	--	---	--

