CGHC010369372026 2026:CGHC:44090

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HIGH COURT OF CHHATTISGARH AT BILASPUR

MCRCA No. 1559 of 2026

1 - Jaiprakash Pandey S/o Late Vijay Kumar Pandey Aged About 57 Years R/o Ward No. 04, H. No. 450, Vijay Bada Bhanpuri Post Birgaon, Tehsil And District Raipur (C. G.)

2 - Aaditiya Kumar Pandey S/o Jaiprakash Pandey Aged About 30 Years R/o Ward No. 04, H. No. 450, Vijay Bada Bhanpuri Post Birgaon, Tehsil And District Raipur (C. G.)

... Applicants

versus

1 - State Of Chhattisgarh Through- Station House Officer Police Station Khamtari, District Raipur C. G.

... Respondent

(Cause title is taken from CIS)

For Applicants	: Mr. Akhtar Hussain, Advocate
For State/Respondent	: Mr. Avinash Singh, G.A.
For Complainant	: Mr. Yogesh Pandey, Advocate

Hon'ble Shri Justice Parth Prateem Sahu

Order on Board

12/10/2026

1. Applicants have preferred Second bail application under Section 482 of Bhartiya Nagrik Suraksha Sanhita, 2023 for grant of anticipatory bail as they apprehendsheir arrest in connection with

Crime No. 869/2026 registered at Police Station- Khamtarai, District Raipur (C.G.) for offence punishable under Sections 3(5), 318(4), 336(3), 338 and 340(2) of BNS.

2. Case of the prosecution, in brief, is that the land situated in village Bhanpuri, P.H. No. 108/39, R.N.M. Raipur-5, Tehsil and District - Raipur bearing Khasra No. 48/1 measuring 0.1550 hectare, i.e. approximately 16684 square feet, was name of Jai Prakash Pandey and his brothers and sister was registered in the revenue records on landowner rights in village Bhanpuri, P.H. No. 108/39, R.N.M. Raipur-5, Tehsil and District Raipur, Chhattisgarh. Out of which, Jai Prakash Pandey's share and portion of land is 3300 square feet, on which two permanent shops are built in the front, the rest is open land, out of the said land, a sale agreement was executed between the complainant and applicant no.1 to sale the land admeasuring 2850 Sq. ft@ Rs. 1300/-Sq. ft but as the collector's guideline price of Rs. 625/-, in the agreement price of land Rs.625/- Sq. ft and the said agreement was executed on 19/12/2025, it was also mentioned that the applicant no.1 has received sum of Rs. 11,01,000/-through RTGS/NEFT and Rs. 5,00,000/- in cash on 01-08-2024 i.e. total of Rs.-16,01,000/-. Further allegation made by the complainant that on 12-11-2024, he again gave Rs.6,00,000 in cash and accordingly paid total earnest money of Rs.-22,01,000 by the date of execution of the agreement. Since the land Kha.No.-48/1 area 0.1550 hectare i.e. approximately 16684 sq. ft. which was registered in the joint name of Jaiprakash

Pandey and his brother Jaikishore Pandey (presently due to his death, the name of his wife Smt. Pushpa Pandey and nephew Avinashi Mohan Pandey has been registered), Jaikant Pandey, Jaidev Pandey and sister Jaibala Pandey, it was necessary to get Jaiprakash Pandey's share of 3300 sq. ft. registered in the sole name of Jaiprakash Pandey by partitioning it and the above condition was clearly mentioned in clause no.-06 of the agreement and approximately one year passed in this process. During this period, due to the death of Jaiprakash Pandey's elder brother, Shri Jaikishore Pandey, the process of getting his name registered in the revenue records of the said land registered as deceased and the names of his heirs, i.e., his wife, Smt. Pushpa Pandey, son Avinashi Mohan Pandey, and minor daughter, Akanksha Pandey, continued. Thereafter, Jaiprakash Pandey personally contacted me on 19/12/2025 and said that he needed money for an urgent work and that some more money was likely to be spent in the process of dividing the agreed land, on which the complainant again gave him Rs. 7,00,000, in cash on 19/12/2025. In this way, Jaiprakash Pandey has received the total earnest money of Rs. 34,06,000- from me in the deal of the above land through bank account and cash from the complainant and defrauded him in name of selling his land but failed to register the land in favour/name of the complainant. Further the complainant has also filed civil suit against the applicant Jaiprakash Pandey and himself has withdrawn it vide order dated on 17/06/2026 and thereafter has

made written complaint against the applicants and on the basis of which crime has been registered against the applicants.

3. Learned counsel for the applicant submits that the applicants have not committed any offence as alleged and applicants were falsely implicated in the crime in question. He further submits that the dispute arise in between the parties is the civil suit for which the complainant has already filed earlier civil suit, however, that was subsequently withdrawn with liberty to file better constituted suit on the change circumstances. He also submits that the applicant No.1/Jaiprakash Pandey has refunded Rs.16,06,000/-, the amount which was paid by the complainant and is received in his bank account. Applicants will cooperate in investigation and also cooperate in trial, therefore the benefit of anticipatory bail may be extended to them.

4. Learned State counsel opposes the submission of learned counsel for applicants and submits that from the complaint as also from the FIR, it is appearing that initially the property was recorded in the joint name of applicant No.1/Jai Prakash and other family members and applicant No.1/Jai Prakash entered into the agreement to sell the part of his land and has obtained the advance amount, however, subsequently, he executed relinquishment deed of his share and thereafter his share is sold to applicant No.2/Aaditya Kumar Pandey, who is son of the applicant No.1/Jaiprakash Pandey.

5. Learned counsel for the complainant would also submits that he has paid total sum of Rs.34,06,000/- towards the agreement to sell of the property to be sold by applicant No.1/Jaiprakash Pandey of his share and in the criminal event, he executed a relinquishment deed and thereafter fraudulently got executed a sale deed by the family members in the name of applicant No.2/Aaditya Kumar Pandey, therefore, all of them are involved in commission of crime. He contended that based on the report, crime is registered. There is prima facie allegation against the applicants.

6. I have heard learned counsel for the respective parties and also perused the documents enclosed along with bail application.

7. Taking the allegation of entering into an agreement and also to accept an amount of Rs.34,06,000/- is against the applicant No.1/Jaiprakash Pandey, who according to the submission made by the counsel for the State that applicant No.1/Jaiprakash Pandey had entered into agreement to sell, accepted huge advance amount and thereafter executed the relinquishment deed and thereafter the family members of applicant No.1/Jaiprakash Pandey has executed sale deed of same land in favour of the applicant No.2/Aaditya Kumar Pandey (Son of Jaiprakash Pandey).

8. In view of the aforementioned facts of the case, considering the role of the applicant No.1/Jaiprakash Pandey and manner in which he committed offence, the application for grant of anticipatory bail with regard to the **applicant No.1/Jaiprakash Pandey** is **rejected**.

9. So far as, the applicant No.2/Aaditya Kumar Pandey is concerned, he is not directly involved in the transaction of agreement to sell with the complainant, I deem it fit and proper to allow the application for grant of anticipatory bail with regard to the applicant No.2.

10. Accordingly, application for grant of anticipatory bail of **applicant No.2/Aaditya Kumar Pandey** is **allowed** and it is directed that in the event of arrest of applicant No.2 in connection with the aforementioned crime number, he shall be released on anticipatory bail by the Officer arresting him on his executing a personal bond in the sum of ₹25,000/- with one surety in the like sum to the satisfaction of the concerned arresting Officer. Applicant shall also abide by the following conditions:

    (i) that the applicant shall make himself available for interrogation before the Investigation Officer as and when required;

    (ii) that the applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him/her from disclosing such facts to the Court or to any police officer;

    (iii) that the applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and

    (iv) that the applicant shall appear before the trial Court on each and every date given to him by the said Court till disposal of the trial.

    Certified copy as per rules.

Sd/-

(Parth Prateem Sahu)

JUDGE

Ravi Mandavi