
(2021) 03 JH CK 0040

In the Jharkhand High Court

Case No : A.B.A. No. 1130, 1855, 1983 of 2020

Sohan Lal Agarwal And Ors

APPELLANT

Vs

State of Jharkhand And Ors

RESPONDENT

Date of Decision : 03-03-2021

Acts Referred:

Indian Penal Code, 1860 — Section 34, 403, 406, 420
Code Of Criminal Procedure, 1973 — Section 438(2)

Citation : (2021) 03 JH CK 0040

Hon'ble Judges : Rongon Mukhopadhyay, J

Bench : Single Bench

Advocate : Pandey Neeraj Rai, Rohit Ranjan Sinha, Akchansh Kishore, Rohan Ranjan, Yogesh Modi, S. K. Srivastava, Niki Sinha, Ritu Kumar, S. B. Deo

Final Decision : Allowed

Judgement

Heard Mr. Pandey Neeraj Rai, learned counsel for the petitioners in A.B.A. No. 1130 of 2020 and A.B.A. No. 1855 of 2020, Mr. Yogesh Modi,

learned counsel for the petitioner in A.B.A. No. 1983 of 2020 and learned A.P.Ps. for the State and Mrs. Ritu Kumar, learned counsel appearing for

the opposite party no. 2/informant.

Since all these applications arise out of a common FIR and have been filed with a similar prayer, all these applications are being disposed off by this

common order.

The petitioners have prayed for grant of anticipatory bail, as they are apprehending their arrest in connection with Ramgarh P. S. Case No. 187 of

2019 registered for the offences punishable under Sections 420, 406, 403/34 of the Indian Penal Code.

The prosecution story in brief is that the accused Sohan Lal Agarwal, Yogesh

Agarwal and Alok Kumar Sinha had contacted the informant in February, 2018 and made him believe that they are the rightful owner of a piece of land and G+1 building situated at Khata No. 130, Plot No. 430 measuring an area of 4.5 decimals. The informant was convinced and accordingly agreed to purchase the property at a price of Rs. 65,00,000/- as fixed by the accused persons and accordingly executed an agreement dated 12.02.2018. As per the said agreement, Alok Kumar Sinha had guaranteed that the said piece of land is free from any dispute and in the event of there being any dispute the entire liability shall be that of Yogesh Agarwal, Sohan Lal Agarwal and himself.

It has been alleged that the informant on various dates through cash and bank transactions had paid a sum of Rs. 65,00,000/- to Sohan Lal Agarwal and his son jointly. The request of the informant to get the land and building registered was brushed aside by the father, son duo by stating that they have been offered a higher price for the property in question. When Alok Kumar Sinha was contacted by the informant, he also advised the informant to pay the higher price as demanded. The informant finding no other alternative, agreed to shell out the desired amount and accordingly a total amount of Rs. 77,80,000/- was paid. The informant on enquiry could come to know that the mother of Sohan Lal Agarwal is alive and the property has other co-shares namely Raj Kumar Agarwal and Manoj Kumar Agarwal and concealing all these facts, the accused persons on the basis of wrong documents had entered into an agreement for sale of the said property with the informant and had divested him of Rs. 77,80,000/-.

Based on the aforesaid allegations Ramgarh P. S. Case No. 187 of 2019 was instituted.

It has been submitted by Mr. Pandey Neeraj Rai, learned counsel for the petitioners in A.B.A. No. 1130 of 2020 and A.B.A. No. 1855 of 2020 that the agreement under which the claim is made was merely a draft and it was neither finalized nor signed by the informant. It has been submitted that an amount of Rs. 26,00,000/- was advanced by the informant to Yogesh Agarwal since the informant knew that the property could only be transferred once the partition takes place. It has been submitted that the accused persons were willing to return back the amount of Rs. 26,00,000/- but the informant was never ready to take back the said amount.

Learned counsel for the petitioner in A.B.A. No. 1130 of 2020 and A.B.A. No. 1855 of 2020 has referred to the agreement filed by the informant in

his counter affidavit in A.B.A. No. 1855 of 2020 and has brought to the notice of the Court various interpolations and extrapolations made in the said

agreement. It has also been stated that the informant does not have a clean image as a case of misappropriation of the money of a Tribal has been

instituted against him being SC/ST P. S. Case No. 01 of 2020.

Mr. Pandey Neeraj Rai has also drawn the attention of the Court to the draft agreement which is a part of the First Information Report by stating that

the same does not have the signature of the informant.

So far as the case of the petitioner in A.B.A. No. 1983 of 2020 is concerned, it has been submitted by the learned counsel for the petitioner that he

was merely a witness to the agreement. It has been submitted that the petitioner is a mere salesman in Shyam Distributor which is a proprietorship

concern. It has further been stated that co-accused Manju Devi has been granted anticipatory bail by this Court in A.B.A. No. 500 of 2020.

Mrs. Ritu Kumar, learned counsel appearing for the informant has opposed the prayer for anticipatory bail of the petitioners and has stated that the

informant was induced to believe that the land in question belonged solely to Yogesh Agarwal and Sohan Lal Agarwal and for which initially Rs.

65,00,000/- was paid and thereafter a further Rs. 12,80,000/- was taken by the accused persons. It has been submitted that later on the informant

could come to know about the presence of the coshares.

Ms. Ritu Kumar has also relied on the banks statement of Yogesh Agarwal and Shyam Distributor in order to stress on the fact that various amounts

were transferred to the said accounts through RTGS/NEFT. It has been stated that two more online First Information Report have been registered by

the informant against the petitioners regarding fraudulently divesting the informant of Rs. 2,68,778/- and Rs. 43,00,000/-. With respect to the petitioner

in A.B.A. No. 1983 of 2020 is concerned, she has stated that the said petitioner stood as a guarantor and is also a part of the larger conspiracy

involving the others petitioners.

It is manifest from a perusal of the First Information Report that the same encompasses within its parameters an allegation of taking an amount of Rs.

77,80,000/- from the informant in lieu of the sale of a land and building by

suppressing the actual ownership of the property in question and not getting the property transferred in the name of the informant. The petitioners in A.B.A. No. 1130 of 2020 and A.B.A. No. 1855 of 2020 have admitted of receiving an amount of Rs. 26,00,000/- and not beyond. The agreement which forms the bone of contentions and which is a part of the First Information Report have been perused. The same does not contain the signature of the informant. The agreement which has been brought on record in the counter affidavit reveals that the same is replete with interpolations and extrapolations. The same also does not contain the signature of the informant. It appears from a perusal of the said agreement that the consideration amount of Rs. 35,00,000/- has been made into Rs. 65,00,000/- and the amount of Rs. 12,80,000/- seems to have been added subsequently. There are also several insertions which has been made in the agreement. Although some bank statements have been appended to the counter affidavit to indicate that some amounts were transferred but at the same time, it is to be noted that the sellers have acknowledged an amount of Rs. 26,00,000/- having been received by them coupled with the fact that some other amounts were taken which led to institution of the two separate on line First Information Reports. Moreover, the agreement which forms the foundation relating to the allegations levelled against the petitioners does not dispel the doubts over its authenticity. On consideration of the entire facts of the case as enumerated above, I am inclined to extend the privilege of anticipatory bail to the petitioners. Therefore, the petitioners, named above, are directed to surrender in the court below within a period of four weeks from today and on such surrender, they shall be released on bail on furnishing bail bond of Rs. 10,000/- (Rupees Ten Thousand only) each with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Ramgarh in connection with Ramgarh P. S. Case No. 187 of 2019, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure. These applications stand allowed.