

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.18763 of 2024

Arising Out of PS. Case No.-220 Year-2023 Thana- DANAPUR District- Patna

1. Pravin Kumar Singh SON OF SATYENDRA NARAYAN SINGH Resident of village- Shanti Bhawan, Purana Chak, Bhadhai Tola Behind city Court, Patna city, ps- Alamganj, Distt- Patna Managing Partner M/s City Green Infrastructure
2. ARVIND SHARMA SON OF LATE PRAHLAD SHARMA RESIDENT OF VILLAGE- FLAT NO. 301, BISHNU BHAWAN, EAST BOARING CANAL ROAD, PS- BUDDHA COLONY, DIST- PATNA, MANAGING PARTNER OF M/S CITY GREEN INFRASTRUCTURE

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Santosh Kumar Singh, Adv.
For the Opposite Party/s : Mr. Uday Chand Prasad, APP
For the Informant/s : Mr. Punit Kumar, Adv.
Mr. Shashi Kumar, Adv.

CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

13 09-09-2025 Heard learned counsel for the petitioners, learned counsels for the informant and learned Additional Public Prosecutor for the State.

2. The petitioners are apprehending their arrest in connection with Danapur P.S Case No. 220 of 2023 dated 15.02.2023 registered for the offence punishable u/s 420 of the Indian Penal Code.

3. As per the prosecution case, the petitioner no.2 (Arvind Sharma) who is the manager of City Green



Infrastructure along with his two partners namely Pravin Kumar (petitioner no.1) and Saurabh Kumar was developing an apartment on the land measuring 34 katha 12 dhur of Ishri Lal Yadav and Mishri Lal Yadav situated in front of Malti Kunj Apartment. It is further alleged that in the said apartment, the informant purchased flat no. 201 with parking in the 'B' Block in the year 2016 for total consideration of Rs. 26 lakhs, on 23.02.2018, a registered agreement was executed by the builder. On 16.05.2019, the informant paid 90% of the amount through bank and further on 10.12.2020, the informant paid Rs. 1,18,000/- as GST amount. On 24.06.2022, Rs. 1,36,800/- was paid as GST amount i.e. in total Rs. 2,54,800/- has been paid as GST. It is further alleged that the amount of Rs. 1,36,800/- was wrongly demanded by the builder which was more than the actual amount of the GST. Further, as per the agreement, the ownership was to be transferred till 30th September 2020 but till date neither the registration nor the work of the apartment has been completed and due to the aforesaid acts, the informant is facing financial and mental hardship and alleges that the breach of trust has been committed against him by the manager and his two partners.

4. Learned counsel for the petitioners has submitted



that the petitioners are innocent and have falsely been implicated in this case. The petitioners have got two criminal antecedents as stated in para 3 of the bail petition. There is no specific overt act against these petitioners. Learned counsel further submitted that the petitioners never threatened the informant and her family members. On the other hand, the informant threatened the petitioners that my husband is a government employee in the District Magistrate Office. It is a case of civil dispute. The petitioners always requested the informant for the payment of the last installment for the registry of their flat but the informant did not do so. It is further submitted that after final cancellation of booking, the petitioners filed a Title Suit No. 336 of 2022 dated 21.07.2022, annexed as Annexure-P/4 at page 58 of the bail petition, against the informant for the cancellation of agreement for sale and the informant has also filed a Complaint Case No. 422/2022 before RERA for the same occurrence against these petitioners. Learned counsel has further submitted that the remaining work of the said apartment shall be completed within 2 months as mentioned in para-2 of the supplementary affidavit.

5. Learned A.P.P. for the State and learned counsels for the informant have vehemently opposed the prayer for



anticipatory bail of the petitioners. It is further submitted that the informant booked a flat in Block-B bearing Flat No. 201 and out of total consideration of Rs. 26 lakh, he has paid Rs. 23.40 lakh, GST of Rs. 1.18 lakh has also been paid but the flat has not been handed over to him. As per Annexure-P/5, it is stated that the complainant has demanded Rs. 1,36,800/- in 2022 as GST which the respondent has paid on 24.06.2022. The respondent has sent a notice for cancellation of his flat. It is further submitted that the petitioners had intention to cheat the informant from the very beginning of the transaction. So the offence u/s 420 is made out against the petitioners. The petitioners also harassed the informant in various ways.

6. Considering the aforesaid facts and circumstances of the case as well as the seriousness of allegation against the petitioners. It is not fit case for anticipatory bail of the petitioners. Accordingly, the prayer for anticipatory bail of the petitioners is hereby rejected and the petitioners are directed to surrender before the Court below concerned within ten weeks from the date of this order and pray for regular bail, the learned Court below may consider the prayer for regular bail of the petitioners in accordance with law and on its own merits without being prejudiced by this order.



7. The application is rejected.

(Chandra Prakash Singh, J)

shivam/-

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

