

IN THE HIGH COURT OF JHARKHAND, RANCHI

A.B.A. No. 5539 of 2025

Rajesh Tiwari @ Rajesh Tiwary aged about 50 years son of Sankar Prasad Tiwari, resident of Village Vilash Town, PO and PS Deoghar, District Deoghar, Jharkhand Petitioner
-- Versus --
The State of Jharkhand Opposite Party

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Petitioner :- Ms Kehkashan Afsheen, Advocate
For the State :- Ms Kumari Rashmi, Advocate

2/18.09.2025 Heard learned counsels for petitioner and for State.

2. The petitioner is apprehending his arrest in connection with Pakur Town P.S. Case No.117 of 2024, for offence registered under section 406, 420 IPC, 1860, pending in court of learned Chief Judicial Magistrate, Pakur.
3. Learned counsel for petitioner submits that one Brij Narayan Singh of Maheshpur is the owner of the land situated in Plot Nos. 88 and 89, measuring 12 Bighas, 6 Kathas and 7 Dhurs in Maheshpur. She further submits that he has entered into an agreement with the petitioner and executed Power of Attorney dated 22.05.2019 in favour of the petitioner authorizing him to sell the land and re-pay the money on his behalf and at the time of agreement he has given Rs.46 lacs (Forty Six Lacs). She then submits that the informant has come into the contact of the petitioner and they have decided to invest money in the business of sale and purchase of land and the ratio was 20% to 30% to be invested by both of them. She next submits that the petitioner has sold the land to four persons and share of the amount Rs.2,50,000/- has been transferred in the account of the informant. She then submits that the dispute arose between Brij Narayan Singh and his cousin brother and in view of that they have objected in the matter and the LPC was not issued. She then submits that if any case is made out, that is civil in

nature and for that, the criminal case has been filed and the anticipatory bail may kindly be allowed.

4. Learned State counsel opposes prayer and submits that the allegations are there of taking a sum of Rs.30 lacs (Thirty Lacs) through cheque and Rs.5 Lacs (Five Lacs) in cash.

5. In view of above, it transpires that the petitioner and the informant has entered into agreement contained in Annexure-3 dated 20.05.2022 for entering in the business of land and investment was in the ratio of 20% to 30% and thereafter the dispute arose and the petitioner has further paid the share of the transaction from sale of land to the tune of Rs.2,50,000/-, I am inclined to grant anticipatory bail to petitioner.

6. Accordingly, petitioner, above named, is hereby directed to surrender before learned court within three weeks from today, and in event of his surrender/arrest, petitioner, above named, shall be released on bail, on furnishing bail bond of Rs.25,000/- (Rupees Twenty Five Thousand), with two sureties of like amount each, to satisfaction of learned Chief Judicial Magistrate, Pakur, in connection with Pakur Town P.S. Case No.117 of 2024, subject to the conditions as laid down under section 482(2) of Bhartiya Nagrik Suraksha Sanhita (BNSS), 2023.

(Sanjay Kumar Dwivedi, J.)

Dated: 18th Sept., 2025
SI/