



2025:CGHC:37733

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****MCRCA No. 1165 of 2025**

Rajesh Kumar Sahu S/o Late Dhaniram Sahu, Aged About 32 Years, R/o
Village Kumhari P.S. Gidhoura District – Balodabazar-Bhatapara, Chhattisgarh

... Applicant**versus**

State of Chhattisgarh Through SHO, P.S. Gidhoura (Tundra), District –
Balodabazar-Bhatapara, Chhattisgarh

... Non-Applicant

For Applicant	: Ms. Madhunisha Singh, Advocate.
For Non-Applicant/State	: Ms. Smriti Shrivastava, Panel Lawyer.
For Complainant	: Mr. Suresh Kumar Verma, Advocate.

Hon'ble Mr. Ramesh Sinha, Chief Justice**Order on Board****31.07.2025**

1. It has been brought to the notice of the Court, that an earlier anticipatory bail application was filed on behalf of the applicant in MCRCA No. 616/2025 which was dismissed as not maintainable vide order dated 01.05.2025 and on a pointed query being made from the counsel for the applicant as to why the said fact was not mentioned in the present anticipatory bail application, then she submitted that as the earlier MCRCA No. 616/2025 which was filed on behalf of the applicant before this Court without approaching the trial Court, in relation to case Crime No. Nil registered at Police Station – Gidhoura-Tundra, District –

Balodabazar-Bhatapara (C.G.), hence, it appears that the same could not be traced out by her on the website of this Court.

2. The present anticipatory bail application has been filed on behalf of the applicant after his bail application was rejected by the trial Court in case Crime No. 116/2025 registered at Police Station – Gidhoura (Tundra), District – Balodabazar-Bhatapara (C.G.) for the offence punishable under Sections 318(4) of Bharatiya Nyaya Sanhita, 2023. The matter is now being considered by this Court.
3. This anticipatory bail application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed by the applicant, who is apprehending his arrest in connection with Crime No. 116/2025 registered at Police Station – Gidhoura (Tundra), District – Balodabazar-Bhatapara (C.G.) for the offence punishable under Sections 318(4) of Bharatiya Nyaya Sanhita, 2023.
4. The prosecution story, in brief, is that the complainant lodged a report at Police Station Gidhoura stating that she had entered into an agreement to sell two parcels of land (Khasra No. 0.068 hectares) in her village Kumhari to the applicant/accused, Rajesh Kumar Sahu, for a total consideration of ₹57,60,000/-. She received an advance payment of ₹3,00,000/-, and the applicant/accused promised to pay the remaining amount at the time of registration. At the time of executing the sale deed, the accused gave two cheques to the complainant—one for ₹8,00,000/- and another for ₹46,60,000/-. While the cheque of ₹8,00,000/- was successfully encashed, the second cheque for ₹46,60,000/- was dishonoured by the bank due to a mismatch in the accused's signature and insufficient funds in his account. It is further alleged that the accused took advantage of the complainant's illiteracy, failed to mention the agreed sale amount in the sale deed, and deliberately concealed the

actual sale consideration. By doing so, the accused fraudulently deceived the complainant and misappropriated ₹46,60,000/-. Based on this complaint, a criminal case was registered at Police Station Gidhauri (Tundra) as Crime No. 116/2025 under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023.

5. It has been argued by the learned counsel for the applicant that the applicant is innocent and has been falsely implicated in the present case. It is further submitted that an agreement to sell was executed in respect of two plots, which are the subject matter of the present FIR, and the total sale consideration for these plots was ₹8,00,000/-. The applicant has already paid ₹8,00,000/- through cheque, which has not been disputed by the learned counsel for the complainant. The complainant, however, claims that the sale consideration agreed upon between the parties was ₹57,00,000/-. It is submitted that while the cheque for ₹8,00,000/- was encashed by the complainant, the second cheque could not be encashed due to a mismatch in the applicant's signature. The applicant contends that he had already informed the concerned police station about the loss of the said cheque (amounting to ₹57,00,000/-), and also requested his bank to stop payment on the same. Copies of the complaint to the police and the bank communication have been annexed as Annexure A/4 at pages 22 and 23 of the bail application. Therefore, she prays for grant of anticipatory bail to the applicant.
6. On the other hand, learned State counsel as well as learned counsel for the complainant oppose the bail application and claims that the sale consideration agreed upon between the parties was ₹57,00,000/-. It is further submitted that while the cheque for ₹8,00,000/- was encashed by the complainant, the second cheque could not be encashed due to a mismatch in the applicant's signature. Therefore, the present anticipatory

bail application of the applicant is liable to be rejected.

7. I have heard learned counsel for the parties and perused the materials available on record.
8. Considering the facts and circumstances of the case, and the nature and gravity of the allegations levelled against the applicant, it is noted that an agreement to sell was executed in respect of two plots which are the subject matter of the present FIR, as per the applicant, the total sale consideration for the said plots was ₹8,00,000/-, and it is submitted that the applicant has already paid the entire amount through a cheque and this fact has not been disputed by the learned counsel for the complainant, however, the complainant asserts that the sale consideration agreed between the parties was ₹57,00,000/-. It is further submitted that while the cheque of ₹8,00,000/- was duly encashed by the complainant, the second cheque could not be honoured due to a mismatch in the applicant's signature, also considering the fact that the applicant, on the other hand, claims that he had already informed the concerned police station regarding the loss of the said cheque (amounting to ₹57,00,000/-) and had also issued instructions to his bank to stop payment of the same, copies of the complaint submitted to the concerned police station and the communication addressed to the bank have been placed on record as Annexure A/4 at pages 22 and 23 of the bail application, further the applicant has no previous criminal antecedents, hence, this Court is of the view that the applicant is entitled to be granted anticipatory bail in this case.
9. Accordingly, the instant MCRCA is **allowed** and it is directed that in the event of arrest of the applicant – **Rajesh Kumar Sahu** on executing a personal bond with one surety in the like sum to the satisfaction of the arresting Officer, he shall be released on bail on the following conditions:-

(a) 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 from disclosing such fact to the Court.

(b) The Applicant shall not act in any manner which will be prejudicial to fair and expeditious trial.

(c) 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.

(d) The Applicant and the surety shall submit a copy of their adhaar card alongwith a colored postcard full size photo having printed the adhaar number on it, which shall be verified by the trial Court.

(e) The Applicant shall not involve himself in any offence of similar nature in future.

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE

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