

GAHC010090462023



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : AB/1527/2023

MUKADDER KHAN
S/O SAHABUDDIN KHAN
R/O GARIGAO, FANCYPARA
P.O. GARIGAON
P.S. JALUKBARI
DIST. KAMRU (M), ASSAM
PIN-781012

VERSUS

THE STATE OF ASSAM
REP. BY THE PP, ASSAM

Advocate for the Petitioner : MR. K SINGHA

Advocate for the Respondent : PP, ASSAM

BEFORE
HONOURABLE MRS. JUSTICE SUSMITA PHUKAN KHAUND

ORDER

Date : 14-06-2023

- 1.** Heard Mr. K. Singha, learned counsel for the petitioner and Mr. K.K. Das, learned Addl. P.P. for the State Respondent.
- 2.** The petitioner, namely, Mukadder Khan has filed this application under Section 438

Cr.PC with prayer for pre-arrest bail in connection with BI(EO) P.S. Case No. 15/2022 u/s 120B/420/406/468/471 IPC.

3. I have considered the submissions at the bar with circumspection. I have also perused the Case Diary.

4. The FIR unfolds that the informant purchased a plot of land measuring 3 Kathas 10 Lechas covered by Dag No. 1010, KP Patta No. 162 of revenue village Paschim Jalukbari under Mouza Jalukbari in the district of Kamrup, Assam, fixing the consideration amount at Rs. 14,50,000/- per katha. Accordingly, a Notary Agreement dated 21.04.2004 was executed and as a part-performance, an amount of Rs. 20,50,000/- was paid to accused No. 2 in presence of the other accused. They also paid another amount of Rs. 6,50,000/- pursuant to another Agreement dated 13.06.2021 when the accused persons agreed to sell another 1 Katha plot of land from the same schedule land under the same dag and patta at the same value. Thus, out of total consideration amount for 4 Kathas 10 Lechas land, the accused acknowledged the receipt of Rs. 27,40,000/- by affixing signatures on Money Receipts dated 14.04.2021, 21.04.2021, 28.05.2021 and 13.06.2021 respectively. All the transactions took place in the house of the accused No. 3. As per the agreement the accused-persons were bound to give the particulars of the Sale Permission of the land but the accused-persons were avoiding the same on some pretext. On personal query, the informant learnt that the accused No. 1 has earlier sold out the same plot of land to somebody else earlier but even then all the accused-persons conspired together and took money from the informant to cheat.

5. It is submitted by the learned counsel for the petitioner that the petitioner was a witness in a Power of Attorney executed by Rajen Thakuria and Sahil Hussain. It is also submitted at the bar that the accused who have been named in the FIR have been granted bail in connection with AB No. 3597/2022, B.A. No. 4383/2023, B.A. No. 1364/2023 and AB No. 1045/2023.

6. The learned Addl. P.P. has raised serious objection stating that there are incriminating materials in the Case Diary against the petitioner. He was also a party to the conspiracy in cheating the informant and he has also received Rs. 3 lacs for his role in the shady deal.

7. It is also submitted on behalf of the petitioner that the petitioner has appeared before

the IO and his statement has been recorded and he has cooperated with the investigation. The petitioner will return the money which he has received. The petitioner is a local resident and he has no earlier criminal antecedent.

8. I have also considered the prayer of parity submitted on behalf of the petitioner.

9. In view of my foregoing discussions, the interim order dated 02.05.2023 is hereby made absolute.

Send back the Case Diary.

JUDGE

Comparing Assistant