

GAHC040002772024



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

Case No. : BA/20/2024

Kaji Habibur Rahman and Anr
Son of Kaji Iyasir Ali, Boruncherra Village, PO Kukicherra, PS Katlicherra,
Hailakandi District, Assam 2: Kazi Gias Uddin
Age:
Occupation

VERSUS

The State of AP
represented by the PP of AP

Advocate for the Petitioner : Aso Dalbong

Advocate for the Respondent : P P of AP

**BEFORE
HONBLE MR. JUSTICE BUDI HABUNG**

ORDER

Date : 08-04-2024

- 1.** Heard Mr. A. M. Barbhuiya, learned counsel for the applicants. I have also heard Ms. T. Jini, learned Additional PP for the State.
- 2.** This is an application under section 439 Cr.PC by the applicants praying for release of the accused persons, Shri. Kaji Habibur Rahman and Shri. Kazi Gias Uddin, who were arrested in connection with Chimpu PS case no. 011/2024 under section 120(B)/420/409 corresponding to GR case no. 83/2024.
- 3.** The case of the applicants is that on 02.02.2024, one Nilly Likha Tabo lodged an FIR before the Officer-in-Charge, Chimpu PS, Itanagar, Arunachal Pradesh, inter-alia alleging therein that the accused, Shri. Kaji Habibur Rahman approached him and promised that he will give contract work of worth Rs. 50 crores regarding Central and State government's project works. Accordingly, the accused, Shri. Kaji Habibur Rahman had taken money from him from time to time. Thereafter, the accused had taken a sum Rs. 10,000,00/- on 19.06.2023; Rs. 12,000,00/- on 16.03.2023 and Rs. 10,000,00/- on 03.03.2023 through RTGS. And on 07.08.2023, the accused had again taken a sum of Rs. 50,000,00/- from him by promising that he will give contract work within one week, failing which it was further agreed to repay the principle amount of money within a weeks' time. And lastly, on reaching Itanagar on 29.01.2023, the accused, Shri. Kaji Habibur Rahman asked him to pay Rs. 1 crore to get project work within a week. So, the informant managed cash of Rs. 1 Crore and handed over the same to the accused on 01.02.2023. But, in the next morning,

i.e., on 02.02.2023, the informant found that the accused, Shri. Kaji Habibur Rahman left his rented house along with the cash money and all his associates. Basing on the above written FIR, a case being Chimpu PS case no. 011/2024 under section 120(B)/420/409 was registered and the accused persons, applicant No. 1, Shri. Kaji Habibur Rahman and applicant no. 2, Shri. Kazi Gias Uddin were arrested on 04.02.2024.

4. The learned counsel for the applicants submits that the allegation in the FIR are false. However, he fairly admitted that the accused, Shri. Kaji Habibur Rahman had received some amount from the informant to which the accused is ready to repay the same as agreed upon. And in fact, during the pendency of this bail application, the applicant no. 1 has already paid back a sum of Rs. 10,00,000/- (Rupees ten lakhs) to the informant, and as per the agreement; the applicant no. 1 has also undertaken to repay a sum of Rs. 50,00,000/- (Rupees fifty lakhs) to the informant within 1 (one) month from today. And the informant has happily accepted and agreed with his above proposal. It is further submitted that the entire transaction between the informant and the accused, Shri. Kaji Habibur Rahman has been reduced into a deed of agreement dated 17.08.2023, wherein it is agreed that if the accused, Shri. Kaji Habibur Rahman fails to perform his duty, by providing work orders, he will return the principle loan amount to the informant. And as such, the present case involved with a money transaction between the parties which is of a civil nature. It is also submitted that the accused persons are ready to furnish adequate bail amount and abide by any terms and conditions to be imposed for their release on bail.

5. The learned PP has produced the case diary as well as the Status Report and I have perused the same. I have also heard the learned counsel for the parties.

6. Mere perusal of the contention made in the FIR and the records; including the deed of agreement dated 17.08.2023 executed between the accused, Shri. Kaji Habibur Rahman and the informant, it appears that the issue involved in the case is regarding payment of some amount of money to the accused, Shri. Kaji Habibur Rahman by the informant for certain consideration, that is to provide him a contract work, and in case of failure to obtain such contract works as promised, the accused had further undertaken and promised to return the loan amount within a week from the receipt of the amount from the informant.

7. This Court is of the opinion that the dispute as narrated in the agreement dated 17.08.2023 is between the parties and the contention made in the FIR only discloses that the matter is regarding the money transaction between the parties for some consideration. The record further reveals that both the accused persons have been inside the Jail custody for about 65 days, the investigation in respect of the accused persons are almost completed and their custodial interrogation is no longer required. Under the circumstances, the accused persons are not required to be kept inside the custody for investigation purpose.

8. In view of the above and for the reasons stated above, the bail prayer for release of the accused persons is considered and allowed. The accused persons, Shri. Kaji Habibur Rahman and Shri. Kazi Gias Uddin are directed to be released on bail on execution of a bail bond of Rs. 2,000,00/- (Rupees two lakhs) each, with two sureties of like amount each to the satisfaction of the CJM, Yupia with the following conditions:

- (i) That the accused persons shall make themselves available for further investigation before the I.O. as and when required;
- (ii) That they shall not directly or indirectly make any inducement,

threat or promises to any person acquainted with the facts of the case so as to dissuade them from disclosing such facts to any Police Officer;

- (iii) That they shall not leave the jurisdiction of Papumpare district without the previous permission of the I.O. of the case.
- (iv) That they shall furnish his present and permanent address with his contact number and the contact number of the bailer.

With the above, this bail application stands allowed and disposed of.

Return the CD.

JUDGE

Comparing Assistant