

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.50682 of 2017

Arising Out of PS.Case No. -723 Year- 2016 Thana -PURNIA COMPLAINT CASE District-
PURNIA

- =====
1. Md. Najim Alam @ Md. Najim, son of Sk. Samshul Haque
 2. Bibi Saira Khatoon, wife of Md. Jamiluddin
 3. Md. Mahmood Alam @ Md. Mahamood Alam, son of late Abdul Rahim

Petitioner Nos. 1 and 2 are resident of village Maranga Purab Tola, Milki, P.S. K. Hat (Maranga), Distt. Purnea.

Petitioner No. 3 resident of village Milki, P.S. K. Hat (Maranga), Distt. Purnea.

.... Petitioner/s

Versus

State of Bihar & Anr

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Surendra Kumar Singh, Advocate.

For the Opposite Party/s : Dr. Rabindra Kumar, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

2 02-11-2017 Heard learned counsel for the petitioners and the

State.

The petitioners apprehend their arrest in C.A. Case No. 723 of 2016 instituted for the offence under Sections 420, 467 and 120(B) of the Indian Penal Code.

Learned counsel for the petitioners has submitted that it is purely matter of civil dispute. There is allegation in the complaint that complainant entered into agreement with petitioner no. 1 for purchase of land as mentioned in the complaint petition for total consideration money of Rs.1,64,000/-. As per agreement, 10,000/- was paid in advance to the petitioner No. 1 by the



complainant. It has further been submitted that total amounting to Rs.1,39,000/- has been paid by the complainant to petitioner No. 1. The petitioner No. 1 did not execute sale deed in favour of the informant rather he executed the sale deed in favour of Bibi Saira Khatoon (petitioner No. 2) and petitioner No. 3 was the deed writer.

Learned counsel for the petitioners has pointed out Annexure-2, which is the agreement entered into between the parties from which it is apparent that he only received Rs.10,000/- shown in the agreement. The counsel for the petitioner has further submitted that complainant in Solemn Affirmation before the court below has stated that he is keeping his cattle over the land. It has further been submitted that petitioner No. 1 waited for two years after entering into agreement but the complainant did not turn up and then he executed the sale deed in favour of petitioner No. 2. As such it is a matter of purely civil dispute.

Considering the facts and circumstances of the case, prayer for anticipatory bail of the petitioners is allowed. In the event of surrender/arrest of the petitioners, named above, within six weeks from today, in connection with C.A. Case No. No. 723 of 2016, they shall be released on anticipatory bail on furnishing bail bond of Rs.10,000/- (Ten thousand) each with two sureties of



the like amount each to the satisfaction of Sri Rohit Kumar, learned Judicial Magistrate, 1st Class, Purnea, subject to the conditions as laid down under Section 438 (2) Cr. P.C. with further conditions (1) bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) petitioners shall cooperate in the trial and shall be present on each and every date fixed by the court and absence on two consecutive dates without proper and reasonable reason will automatically cancel bail bond of the petitioners and (3) if petitioners tamper with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the petitioners.

(Sanjay Priya, J)

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