

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.9563 of 2018

Arising Out of PS. Case No.-763 Year-2017 Thana- KHAZANIHAT District- Purnia

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1. Md. Abbas, S/o Late Md. Naushad, R/o Village- Azad Nagar kaliganj, P.S.- Sadar, District- Purnea.
 2. Naeem Star @ Md. Naeem Star S/o Late Shamsuddin , R/o Village- Pokharia, P.S.- Sadar, District- Purnea.
 3. Md. Jawed @ Md. Zaved S/o Md. Tahir, R/o Village- Pokharia, P.S.- Sadar, District- Purnea.
 4. Md. Ashfaque S/o Md. Firoz, R/o Village- Rajabari Packpara, P.S.- K. Hatt, District- Purnea.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Md. Helal Ahmad, Adv.
For the Opposite Party/s : Mr. J. N. Thakur, APP

CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH
ORAL ORDER

2 20-02-2018 Heard learned Counsel for the petitioners and learned APP
for the State.

The petitioners are apprehending arrest in a case registered
for the offences punishable under Sections
420/406/467/468/471/120B/504/506 of the Indian Penal Code.

The prosecution case got initiated on the basis of written
report submitted by Md. Kalamuddin to the Station House
Officer, Maranga Police Station to the effect that petitioner no.1,
Md. Abbas and petitioner no.2 Naeem Star executed an



agreement for sale of a particular piece of land in favor of the informant Md. Kalamuddin, but subsequently the aforesaid land was sold to some other persons through registered sale deed dated 30.03.2014 and 11.04.2014. When the informant demanded Rupees Twelve Lakhs given at the time of agreement and Rupees Twenty Lakhs which was subsequently given to the accused persons, in cash thereafter as a retaliatory measure the accused persons produced two cheques signed by the informant in the bank, which got dishonoured, concerning which it is submitted that the cheques were fraudulently obtained by the accused persons.

It is submitted by learned counsel for the petitioners that the present case has been lodged as a counter blast of the case lodged by the petitioners as Sadar P.S. Case No. 545 of 2017, registered on 13.10.2017 against the informant since the two cheques issued in favour of the petitioner got dishonoured. As per the Agreement to Sell dated 24.02.2014, a sale deed was executed on 30.03.2014 in favour of Ashish Sinha, the partner of the informant and said Ashish Sinha paid Rupees Twenty Four Lacs on 30.03.2014 in lieu of the consideration amount through two cheques and the informant was the witness to the said sale deed dated 30.03.2014. On 11.04.2014, a second sale



deed was executed by petitioner no.1, Md. Abbas and others in faovur of Ashish Sinha with regard to 16 decimals of lands, as per the agreement to sell dated 24.02.2014, the informant was a witness to the said sale deed also. The remaining 2 ½ decimals of land was to be transferred as per agreement dated 24.02.2014, but Ashish Sinha and Kalamuddin put a condition to get the sale deed executed by original landlord. Subsequently, on 11.04.2014, another agreement was executed for remaining 2 ½ decimals of land in favour of Ashish Sinha by the landlord for which remaining Rupees Twenty Lacs was agreed to be paid after competition of boundary wall of the entire area 50.2 ½ decimals of lands. On 20.09.2014 and 17.07.2015, Sale Deed No.11533 and 8593 was executed by landlord Santosh Kumar Verma and others in favour Ashish Sinha and the informant was witness to the said sale deed also, but agreed amount of Rs. 29,76,785/- was not paid for want of construction of boundary of entire area of 50.2 ½ decimals of land. On completion of boundary, the informant handed over two cheques of Rs. 14,88,392/- each dated 30.05.2017 in favour of petitioner no.1, Md. Abbas and petitioner no.2, Naeem Star, but both the cheques got dishonoured and thereafter petitioner no.1, Md. Abbas lodged Sadar P.S. Case No.545 of 2017 on 13.10.2017



and in order to save his skin the informant lodged the present case. Moreover, the agreement was entered into between the petitioner nos. 1 and 2 and the informant, but petitioner nos. 3 and 4 have been roped in the present case simply because they are witness to the sale deed. A statement has been made in paragraph no.3 of the petition that the petitioners are not having any criminal antecedent.

It is submitted by Mr. J. N. Thakur, learned APP for the State that there is specific accusation against the petitioners.

Considering the fact that the accusation has been levelled in the background of civil nature of dispute between the parties, the informant being the witness to all the said sale deed executed by petitioner nos. 1 and 2 in favour of the partner of the informant and case lodged by the petitioners' side at earlier point of time, coupled with statement made in paragraph no.3 of the petition that the petitioners are not having any criminal antecedent, let the above named petitioners be released on anticipatory bail, in the event of arrest or surrender before the learned Court below within a period of 12 weeks from today, on furnishing bail bond of Rs.10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of the learned CJM, Purnea in connection with K. Hat (Maranga) P.S.



Case No.763 of 2017, subject to the conditions as laid down
under Section 438(2) of the Cr.P.C.

(Dinesh Kumar Singh, J)

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