

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.52492 of 2019**

Arising Out of PS. Case No.-131 Year-2018 Thana- GAYA COMPLAINT CASE District-  
Gaya

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Aadil Shad, Son of Quaseemuddin, R/O - Road No. 13, New Karimganj,  
Imran Colony, P.S.- Civil Line, District- Gaya, Bihar

... .. Petitioner/s

Versus

1. The State of Bihar
2. Danish Alam, Son of Late Syed Ghuloamwase, Resident of Mohalla -  
Baniya Pokhar, P.S.- Civil Line, P.O.- Gaya, District- Gaya

... .. Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr.Md. Aslam Ansari

For the Opposite Party/s : Mr.Chandra Bhushan Prasad

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**CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR  
MISHRA**

**ORAL ORDER**

2      23-08-2019                      Heard learned counsel for the petitioner and the  
learned A.P.P. for the State.

The petitioner apprehends his arrest in connection with  
Complaint Case No. 131 of 2018, registered under Sections 420, 467  
and 468 of the Indian Penal Code and Section 138 of the N.I. Act.

The accusation is that petitioner being the broker  
approached the complainant-opposite party no. 2 to purchase the land  
of Reshma Pravin on consideration amount of Rs.21,00,000/- for area  
680 square feet and agreement to sale was executed on 24.01.2017.  
At the time of execution of agreement to sale, complainant-opposite  
party no. 2 gave 2 cheques of Rs.5,00,000/- to petitioner and he paid  
Rs.4,30,000/- on 31.03.2017 and again paid Rs.70,000/- through  
cheque on 03.07.2017. Thereafter, on 03.07.2017, complainant-  
opposite party no. 2 paid Rs.11,00,000/- and one lakh to the



petitioner. On 13.07.2017, while complainant-opposite party no. 2 called the petitioner at the Registry Office but the land owner did not turn up. When complainant-opposite party no. 2 approached to land owner then she disclosed that the consideration amount has not been received by her. On 07.03.2017, Panchayati was arranged where petitioner assured the complainant-opposite party no. 2 to get execute the sale deed otherwise he will return the aforesaid money with Rs.1,00,000/-. Thereafter, complainant-opposite party no. 2 approached to the petitioner then petitioner handed over two cheques each of Rs.11,50,000/- and the aforesaid cheques were presented before the Bank but the same were dishonoured.

Learned counsel for the petitioner submits that, in fact, Rs.11,50,000/- was taken by the petitioner for execution of sale deed by Rashma Pravin in favour of complainant-opposite party no. 2 but the sale deed was not executed and thereafter, petitioner handed over one cheque of Rs.11,50,000/- and cash of Rs.1,00,000/- in terms of Panchayat decision and petitioner asked the complainant to return Rs.11,50,000/- handing over cheque of Rs.11,00,000/- but complainant did not return the cheque of Rs. 11,50,000/-. Moreover, petitioner is ready to give Rs.7,00,000/- to the complainant-opposite party no. 2 on protest.

On the other hand, learned counsel for the complainant-opposite party no. 2 submits that, in fact, petitioner had taken Rs.21,00,000/- from the complainant-opposite party no. 2 and this



petitioner handed over two cheques of Rs.11,50,000/- in relation to consideration amount of Rs.1,00,000/- which was decided in Panchayat for payment due to non-execution of sale deed to the complainant-opposite party no.2.

Having regard to the facts and circumstances of the case, on showing the receipt of Rs.7,00,000/-, let the above named petitioner be released on bail, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned J.M. Ist Class, Gaya, in connection with Complaint Case No. 131 of 2018, subject to the condition as laid down under Section 438(2) of the Cr.P.C.

Bhardwaj/-

**(Rajendra Kumar Mishra, J)**

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