

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.66678 of 2018**

Arising Out of PS. Case No.-922 Year-2015 Thana- COMPLAINT CASE District-
Kishanganj

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Md. Abul Kalam, Son of Late Bachcha Nunu, Resident of village- Khirdah,
Ward No. 20, Police Station – Kishanganj, District- Kishanganj.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Rehana Khatoon, Wife of Md. Taslim, Resident of Village- Machhmara,
Ward No. 32, Police Station Kishanganj, District- Kishanganj.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Raj Kumar, Advocate.
For the Opposite Party/s : Mr. Dilip Kumar, APP

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

ORAL ORDER

4 13-03-2019 Heard learned counsel for the petitioner, learned
counsel for the complainant and the learned A.P.P. for the State.

The petitioner apprehends his arrest in connection
with Complaint Case No. 922C of 2015 registered under Section
354(A), 406 and 420/34 of the Indian Penal Code.

The accusation is that since the complainant,
Rehana Khatoon, wanted to purchase the agricultural land,
hence, he gave Rs.2,00,000/- in advance to petitioner, Md. Abul
Kalam on fixing consideration amount of Rs.10,00,000/- and,
accordingly, agreement to sell was executed. Later on, the
complainant paid Rs.1,50,000/- and also fixed the date for
measurement of land by the Amin and on assurance of the



petitioner, she also deposited Rs.20,000/- through challan for execution of the sale deed. Thereafter, she came to know that the said land had already been sold, which was in the name of Kamrul Hoda not to this petitioner.

Learned counsel for the petitioner submits that it would appear from the complaint petition that the agreement to sell was executed by Kamrul Hoda in favour of the complainant on 11.03.2013 but the said Kamrul Hoda did not execute the sale deed in favour of the complainant and sold the said land to the petitioner on 17.11.2014, while petitioner had no knowledge about the execution of the agreement to sell by Kamrul Hoda in favour of the complainant.

On the other hand, learned counsel for the complainant-opposite party no. 2 submits that, in fact, petitioner introducing himself as Kamrul Hoda took the cash of Rs.2,00,000/- as advance and executed the agreement to sale.

Having regard to the facts and circumstances of the case, 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 Additional Chief Judicial



Magistrate-I, Kishanganj, in connection with Complaint Case
No. 922C of 2015, subject to the condition as laid down under
Section 438(2) of the Cr.P.C.

(Rajendra Kumar Mishra, J)

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