

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2655 of 2022

Arising Out of PS. Case No.-334 Year-2020 Thana- BAHADURPUR District- Darbhanga

1. MD. RIZWAN @ RAJA @ INTEKHAB ALAM S/o Md. Reza Babu R/o Mohalla- Ekmi Ghat, P.S.- Bahadurpur, Distt.- Darbhanga
2. MD. NAZ AHMAD S/O MD. REZA BABU R/o Mohalla- Ekmi Ghat, P.S.- Bahadurpur, Distt.- Darbhanga
3. SADAB BANO W/O MD. RIZWAN @ RAJA @ INTEKHAB ALAM R/o Mohalla- Ekmi Ghat, P.S.- Bahadurpur, Distt.- Darbhanga

... .. Petitioner/s

Versus

1. The State of Bihar
2. AKHILESH KUMAR SON OF SHRI KRISHNA YADAV RESIDENT OF VILLAGE- MAHARAJI NAVTOLI, PS- SADAR, DISTT- DARBHANGA

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Kedar Jha
For the Opposite Party/s : Mr. A.G.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

12 17-07-2023 1) Heard learned counsel for the petitioners and learned A.P.P. for the State along with learned counsel for the informant.

2) The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 406, 420, 467, 468 and 34 of the Indian Penal Code.

3) The informant alleges that Mohammad Rizwan (petitioner No. 1) and Mohammed Naaz came to his shop and purchased a tractor on credit for an amount of Rs. 46,68,715/- with an assurance to pay the amount within 1 month, but the same was not paid within the time agreed, hence, he went to the house of the accused persons house of the accused persons where Abdullah Rahman was present along with petitioners, further, they offered him to purchase a land and showed an agreement paper executed by Ajay



and Abhay in favour of Abdullah Rahman and further offered that if he purchases the property, the amount of tractor shall be adjusted in the price, the land was offered at the price of Rs. 24,50,000/- per kattha, thereafter, he paid Rs. 5,00,000/- to Abdullah who gave the money to Ajay, it is next alleged that, thereafter, an agreement for sale was executed in between Abdullah and informant for 2 kathas of land over, which Mohammed Rizwan signed as a witness.

4) Thereafter, on 12.04.2017, he again paid Rs. 5,00,000/- to Abdullah and thereafter paid different amounts to Abdullah and petitioner No. 1 and thus altogether paid Rs.32,60,000/- after adjusting the price of the tractor, it is further alleged that, thereafter, Abdullah offered him to purchase 4 katthas of land for which he gave a cheque of Rs. 60,00,000/- and a registered sale deed was executed, thereafter, it is alleged that he came to know that the sale deed has been executed with regard to a land which does not belong to the accused persons, hence, asked the bank to stop the payment of the cheque.

5) Learned counsel for the petitioners submits that petitioner No. 1 has antecedent of 24 cases and petitioner No. 2 and 3 are persons with clean antecedent.

6) Learned counsel for the petitioners submits that the petitioners have been falsely implicated in the present case, it is next submitted that from bare perusal of the allegations as alleged in the FIR, it would manifest that as far as petitioner No. 2 and 3 are



concerned, the allegation against them is of assaulting the informant when he had gone to the house of the accused persons for demanding his money. It is further submitted that, no doubt, petitioner No. 1 has antecedent of 24 cases but then all the cases have been instituted in a similar manner as of the present case, it is further submitted that the petitioner No. 1 is on bail in all the cases and the informant of the cases, after realizing their mistake, have entered into a compromise with the petitioner No. 1 in 17 cases. Learned counsel for the petitioner next submits that it absolutely does not stand to reason that as to why the present FIR came to be instituted in 2020 when it is alleged by the informant that the petitioner No. 1 along with Mohammed Naaz had purchased the tractor in the year 2010, it is next submitted that even presuming what has been alleged is true without admitting, then the allegation against the petition No. 1 is of introducing the informant with Abdullah Rahman, it is further submitted that the FIR also does not disclose, with clarity, that as to what amount was paid by the informant to the petitioner No. 1, rather, records that about Rs. 10,00,000/- was paid to Abdullah Rahman, it is further submitted that though it is alleged that the informant had issued a cheque of Rs. 60,00,000/- in favour of Abdullah Rahman but then in the FIR, the date of the cheque is not disclosed, it is submitted that non-disclosing of the date on the cheque is also for a reason that from perusal of the allegations in its entirety, it would manifest that the alleged cheque was issued on



21.07.2017 and the informant on 31.08.2018 alleges that he had requested the bank not to honor the cheque, it is thus submitted that if the cheque would have been issued on 21.07.2017, then the same would have been presented for encashment by Abdullah Rahman but the same was not done nor it is the case of the informant that, on presentation, the cheque bounced as the bank was asked to stop payment, this further casts an aspersion on the case of the prosecution, it is next submitted that from the tenure of the allegation as alleged, the dispute is purely civil and in the event if the informant is aggrieved by the acts of the accused persons, he has remedies available in law.

7) Learned A.P.P. for the State along with the learned counsel for the informant opposes the prayer for anticipatory bail of the petitioners but are not able to meet the submission of the learned counsel for the petitioners that out of 24 cases against the petitioner No. 1, in 17 cases compromise has been filed and the petitioner No. 1 is on bail in all the cases and also that the allegation against the petitioner No. 2 and 3 is ornamental and that the dispute is purely civil and the informant has remedies available in law for claiming the relief which he claims by way of an FIR.

8) Considering the submissions made by the learned counsel for the petitioners, the petitioners above-named, in the event of their arrest or surrender before the learned trial court within a period of six weeks from today, be released on anticipatory bail on



furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Bahadurpur P.S. Case No. 334 of 2020 subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

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