

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43414 of 2024

Arising Out of PS. Case No.-5681 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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Sadab Bano @ Sadao Bano, aged about 40 years (Female), W/O Md Rizwan @ Intekhab Alam @ Inteqab, R/O Mohalla- 601, G Saheban Apartment, Alwa Colony, Ranipur P.S. Phulwari Sarif, Distt-Patna. At Present-Mohalla-Ekmighat, Ojhaul Masjid Ke Pas P.S-Bahadurpur, Distt- Darbhanga.

... .. Petitioner

Versus

1. The State of Bihar.
2. Sahnawaz Ekbal, S/O Md Sahabuddin, R/O Mohalla-Tam Tam Parab, Kumhrar Toli, Phulwari Sharif, P.S. Phulwari Sarif, Distt-Patna.

... .. Opposite Parties

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Appearance :

For the Petitioner	:	Mr. Kedar Jha, Advocate
For the O.P. No. 2	:	Mr. Mohait Kumar Sinha, Advocate
For the State	:	Mr. Uday Chand Prasad, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE CHANDRA PRAKASH SINGH

ORAL ORDER

5 06-08-2024 Heard learned counsel for the petitioner, learned counsel for the opposite party no. 2 and learned A.P.P. for the State.

2. The petitioner seeks bail in connection with Complaint Case No. 5681 (C) of 2022 dated 13.05.2022 registered for the offences punishable under Section 420 of the I.P.C. and Section 138 of the N.I. Act.

3. As per the prosecution case, on 19.01.2020, the petitioner and her husband alongwith their friend, namely, Sarwar Khurshid came to the house of the complainant and



showed paper of a piece of land measuring an area 2722 sqf., situated at Mauza-Paharpur, P.S. Gardanibagh, District-Patna, which belongs to one Md. Ibrar Hussain and an agreement to sale has been executed among Md. Ibrar Hussain and Md. Rizwan @ Intekhab Alam @ Inteqab and his wife Sadab Bano (petitioner). The complainant after being satisfied from paper and spot verification of the said land, agreed to purchase the said land on a consideration amount of Rs. 1,85,00,000/- (Rupees One Crore and Eight Five Lacs). Thereafter on 19.02.2020, the complainant paid Rs. 51,00,000/- (Rupees Fifty One Lac) to Sadab Bano (petitioner) and executed a *Bai Beyana* with condition that the rest amount shall be paid to the land owner Md. Ibrar Hussain within a period of five months and thereafter have to execute sale deed from him in favour of the complainant. Thereafter the complainant paid total amount of Rs. 1,87,15,000/- (Rupees One Crore Eighty Seven Lacs and Fifteen Thousand) in favour of the accused persons through bank account and cash. Thereafter, the complainant came to know that the said land owner Md. Ibrar Hussain has not given right to the petitioner and her husband for executing of *Bai Baiyana* and the accused persons introduced with the person who is not Md. Ibrar Hussain, on which, a *Panchayati* was held



between the complainant and the accused persons and thereafter the complainant demanded his money from the accused persons then Md. Rizwan @ Intekhab Alam @ Inteqab issued two cheques of Rs. 1,40,00,000/- (Rupees One Crore and Forty Lacs) in favour of Noor Jahan Tabbasum who is the wife of the complainant. Thereafter, the complainant deposited the said two cheques in the account of his wife, namely, Noor Jahan Tabbasum but the same got dishonoured due to insufficient fund. Then the complainant sent a legal notice to Md. Rizwan @ Intekhab Alam @ Inteqab, who refused to return the money and threatened him.

4. Learned counsel for the petitioner has submitted that the petitioner is innocent and has falsely been implicated in this case. It is submitted that the petitioner lives in Darbhanga as a house wife and the informant in collusion with others to extort the money from the husband of the petitioner has falsely implicated in the present case. The petitioner has no concern with the alleged offence. The petitioner has been suffering from kidney decease and was being treated by the Urologist in Darbhanga but now her life is imperiled in absence of her proper treatment due to custody in false case. Moreover, learned counsel for the petitioner by filing a supplementary affidavit on



behalf of the petitioner has submitted that the petitioner is willingly ready to pay Rs. 20,00,000/- (Rupees Twenty Lacs) to the joint account of the complainant and his wife. Out of which, a Demand Draft bearing No. 360975 000002000 000544 16 dated 02.08.2024 of Rs. 5,00,000/- (Rupees Five Lacs) issued by the State Bank of India, Laheriasarai, Darbhanga Branch, in favour of Noor Jahan Tabbasum and Shahnabaj Iqbal has been handed over by learned counsel for the petitioner to the learned counsel for the opposite party no. 2 in the Court in presence of the learned counsels for both the parties and rest of the amount of Rs. 15,00,000/- (Rupees Fifteen Lacs) will be paid within a period of six months in five installments in the joint account of the opposite party no. 2 subject to the final adjudication of the learned trial court in Complaint Case No. 5681 (C) of 2022 which is pending before the learned J.M. Ist Class, Patna. The aforesaid statements have been made in paragraph nos. 2, 3 and 4 of the said supplementary affidavit filed on behalf of the petitioner. The petitioner has four criminal antecedents and in three cases, she is on bail as stated in paragraph no. 3 of the bail petition. She is in custody in this case since 14.04.2024.

5. Learned A.P.P. for the State and learned counsel for the opposite party no. 2 have supported the statements as made



in paragraph nos. 2, 3 and 4 of the said supplementary affidavit filed on behalf of the petitioner.

6. Considering the aforesaid facts and circumstances of the case as well as in view of the terms and conditions as mentioned in paragraph nos. 2, 3 and 4 of the said supplementary affidavit filed on behalf of the petitioner and the period of custody of the petitioner, the petitioner, above named, is directed to be enlarged on bail on furnishing bail bond of Rs. 20,000/- (Rupees Twenty Thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate-Ist Class, Patna in connection with Complaint Case No. 5681 (C) of 2022 with further conditions:-

(I) The petitioner is directed to remain physically present before the learned court below on each and every date, failing which on two consecutive dates without reasonable cause, the prosecution will be at liberty to move for cancellation of her bail bonds.

II. The petitioner is directed to pay all settled amount to the opposite party no. 2 within the stipulated period, failing which, the court below will be at liberty to cancel the bail



bonds of the petitioner.

III. The opposite party no. 2 is directed to
take steps for the disposal of the present case
at the earliest.

7. The application stands allowed.

(Chandra Prakash Singh, J)

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