

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.62574 of 2023

Arising Out of PS. Case No.-11677 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

=====

Mohammad Mahboob Alam, Son Of Mohammad Maruf Alam Resident Of
Mohalla- Ward No. 3, Near Imambara Khalipura, Ps- Phulwarisharif Distt-
Patna

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Rishad Parwez Son Of Doctor Mohammad Ziauddin Resident Of Mohalla-
New Millat Colony, Sector-2, Post And Ps- Phulwarisharif, Dist- Patna

... .. Opposite Party/s

=====

Appearance :

For the Petitioner/s : Mr.Raj Krishna Jha
For the Opposite Party/s : Mr.Ahmad Ali
Mr.Anisur Rahman

=====

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

5 14-03-2024 1. Heard learned counsel for the petitioner, learned

counsel for the opposite party no.2 and learned APP for the

State.

2. The petitioner seeks bail in anticipation of his

arrest in a case registered for the offences punishable under

Section 420 of the Indian Penal Code and Section 138 of the

N. I. Act.

3. What is not in dispute rather stands admitted is

that a land was executed in the name of the opposite party

no.2, herein, by the petitioner for a consideration of Rs.29

Lacs, but then, the said land was sold to the opposite party



no.2 through one Md. Rizwan Alam, who is Director of the K.G.N. Developers.

4. It appears that after the sale deed was executed by the petitioner in favour of the opposite party no.2 through Md. Rizwan Alam, thereafter the complainant realized that the land which he intended to purchase was not sold to him and thus, he felt cheated. Thereafter, the present complaint case came to be instituted. In pursuance of institution of the present complaint case, Md. Rizwan Alam was sent to judicial custody after cognizance was taken and the petitioner filed anticipatory bail application before the Court of the learned Additional Sessions Judge-15, Patna, which came to be rejected by an order dated 21.08.2023, which is impugned in the present anticipatory bail application.

5. The learned counsel for the petitioner submits that Md. Rizwan Alam also filed a regular bail application before the learned District Court and during pendency of his regular bail application, a compromise was entered in between the complainant, herein and Md. Rizwan Alam, wherein it was agreed that the accused persons would repay the entire Rs.29 Lacs to the complainant with a further stipulation that out of



Rs.29 Lacs, Rs.4 Lacs shall be paid by this petitioner and rest Rs.25 Lacs shall be paid by Md. Rizwan Alam in instalment as recorded in the compromise, which is annexed as Annexure-2 to the supplementary affidavit, based on the said compromise, Md. Rizwan Alam was also granted regular bail by an order dated 27.09.2023 in B.P. No.1675 of 2023.

6. The learned counsel for the petitioner thus submits that the opposite party no.2, herein, entered into a compromise with Md. Rizwan Alam with open eyes wherein it was clearly stipulated that this petitioner would pay an amount of Rs.4 Lacs and rest Rs.25 Lacs was to be paid by Md. Rizwan Alam. It is also submitted that in terms of the compromise, petitioner has already performed his part and rest Rs.25 Lacs is to be paid by Md. Rizwan Alam. It is thus submitted that when opposite party no.2, herein, accepted the compromise then the compromise has to be accepted in its totality and not in piecemeal and since petitioner has already paid Rs.4 Lacs, as agreed, as such, he is entitled for anticipatory bail.

7. Learned A.P.P. along with learned counsel appearing on behalf of opposite party no.2 opposes the bail application of the petitioner, but are not in a position to rebut



the submission of the learned counsel for the petitioner that a compromise was entered and in the compromise, it has been specifically recorded that Rs.25 Lacs is to be returned by Md. Rizwan Alam and petitioner has already paid an amount of Rs.4 Lacs.

8. Considering the submissions made by the learned counsel for the petitioner, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs.5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of Ms. Surbhi Singhania, the learned J.M.F.C., Patna in connection with Complaint Case No.11677(C) of 2022, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

9. The application stands allowed.

(Satyavrat Verma, J)

vikash/-

U		T	
---	--	---	--

