

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.54128 of 2018

Arising Out of PS. Case No.-307 Year-2017 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

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Raj Kumar Paswan S/o Govind Jee, R/o Vill.- Narar Kothi, P.S.- Kaluahi,
District- Madhubani.

... .. Petitioner/s

Versus

1. State of Bihar
2. Badri Narayan Sah, S/o Late Chalittar Sah, R/o Vill.- Gangwara, P.S.- Sadar,
District- Darbhanga.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Iqbal Asif Niazi, Advocate

For the Opposite Party/s : Mr. Sri Arbind Kumar Pandey, APP

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CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

2 20-07-2024 This is an application under Section 482 of

CrPC, on perusal of which and other materials on records,

this Court is of the view that the instant Miscellaneous Case

can be disposed of even without service of notice.

Accordingly, the application is taken up for hearing.

2. The petitioner lodged a complaint Case No. 307
of 2017 before the learned Additional Chief Judicial
Magistrate-VII, Darbhanga, on the basis of which the
learned Magistrate took cognizance of offence against the
petitioner under Sections 406/ 420/ 465/ 467/ 468 and 34 of
the IPC.



3. It is alleged by the Opposite Party No. 2/complainant that the petitioner fraudulently obtained the signature and thumb impression of the complainant on stamp paper and also took his photograph on mobile phone and manufactured a power of attorney in his name and allegedly issued the same in favour of the co-accused persons on, 26th March 2012 in respect of certain land. Subsequently, on the basis of the said power of attorney, the co-accused persons, namely, Sindhu Singh and Antesh Kumar sold out the land of the complainant to the petitioner at a consideration money of Rs. 19,80,000/-. Thus, the petitioner is the *bona fide* purchaser on the basis of power of attorney in respect of the disputed land.

4. Further, it is contended on behalf of the petitioner that subsequent to the power of attorney, the Opposite Party No. 2 executed an agreement, stating, *inter alia*, that he executed the power of attorney in favour of Sindhu Singh and Antesh Kumar at a consideration price of Rs. 7,50,000/- in respect of the land in question. In the agreement, it is admitted by the complainant that he received 7,30,000 thousand from the accused persons and



Rs. 20,000/- remains due. Therefore, the dispute between the parties relates to non-payment of full amount of consideration money and sale of his land in favour of the petitioner. Whether, the sale in question, was made by the persons having authority to sale the land on the basis of power of attorney or not, is a question to be decided by the Civil Court.

5. *Prima facie*, I do not find any criminal liability against the subsequent purchaser who comes before this Court as petitioner.

6. For the reasons stated above, the order of cognizance dated 05.12.2017 passed by the learned A.C.J.M.-VII, Darbhanga against the petitioner under Sections 406, 420, 465, 467, 468 and 34 of the I.P.C. is quashed and set-aside. Accordingly, the instant application is allowed.

(Bibek Chaudhuri, J)

Suraj/Jyoti-

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