

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.86511 of 2024**

Arising Out of PS. Case No.-482 Year-2023 Thana- GAYA COMPLAINT CASE District-  
Gaya

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1. Miswahur Rahman @ Misbahur Rahman Son of Ataur Rahman Resident of Mohalla-9D, Block No. 3, Dathkidhi, P.S.- Vistupur, Distt.- Jamshedpur
  2. Miftahur Rahman S/o Ataur Rahman Resident of Mohalla-9D, Block No. 3, Dathkidhi, P.S.- Vistupur, Distt.- Jamshedpur
  3. Shakilur Rahman S/o Ataur Rahman Resident of Mohalla-9D, Block No. 3, Dathkidhi, P.S.- Vistupur, Distt.- Jamshedpur
  4. Jamilur Rahman S/o Ataur Rahman Resident of Mohalla-9D, Block No. 3, Dathkidhi, P.S.- Vistupur, Distt.- Jamshedpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Md. Rafik S/o Late Sarfudin R/o Mohalla - Sumali, P.s. - Serghati, Distt.- Gaya

... .. Opposite Party/s

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**Appearance :**

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| For the Petitioner/s | : | Mr. Ravindra Kumar, Adv. |
| For the State        | : | Mr. Mohammad Sufyan, APP |

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**CORAM: HONOURABLE JUSTICE SMT. SONI SHRIVASTAVA**  
**ORAL ORDER**

5      26-06-2025      Heard learned counsel for the petitioners and learned APP  
for the State.

2. Despite issuance of notice, nobody appears on behalf  
of the complainant.

3. The petitioners apprehend their arrest in a case  
registered for the offences punishable under Sections 406, 420,  
467, 468, 54, 506, 34 of the Indian Penal Code. However, later  
on, cognizance has been taken under Section 420, 406 of the  
Indian Penal Code.



4. The allegation in the complaint is that the accused persons had entered into an agreement with the complainant for selling a plot of land for a total of Rs. 75 lacs out of which Rs. 10 lacs was paid in the year 2021. It has further been alleged that after taking the amount, the accused persons did not register/transfer the land in favour of the complainant. It was also agreed between the parties that the complainant would be making payments in installments as and when portions of land would be sold.

5. Learned counsel for the petitioners submits that the allegations made in the complaint are not correct and as a matter of fact, the complainant has not been able to produce a single chit of paper or any kind of documentary evidence to show the transaction of money. It is further submitted that even if the case of the complainant is to be taken to be true, it is a pure and simple case of breach of an agreement creating civil liability between the parties.

6. Learned APP for the State, however, opposes the prayer for anticipatory bail.

7. Taking into consideration the fact that the allegation in the present case, at best, would be that of not honouring an agreement, I am inclined to grant the privilege of anticipatory



bail to the petitioners who have clean antecedent. Let the petitioners, above named, in the event of their arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of the learned lower Court where the case is pending/successor Court in connection with Complaint Case No. 482 of 2023, subject to the condition as laid down under Section 438 (2) of the Cr.P.C/ 482 (2) of the BNSS, 2023.

(Soni Shrivastava, J)

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