

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.54264 of 2025

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

Abdullah Rahman @ Sarik Son of Md. Sadre Alam R/o Village - Kila Larui
PS - Chandpura (Barat OP) Dist - Vaishali

... .. Petitioner/s

Versus

1. The State of Bihar
2. Akhilesh Kumar S/o Sri Krisna Yadav R/o Village Mahrajee Navtoli P.S.
Sadar Distt. Darbhanga.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Baidyanath Prasad, Advocate

For the Opposite Party/s : Mr. Abhay Kumar Roy, A.P.P.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 09-02-2026 Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
the informant.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 406, 420,
467 and 468/34 of the Indian Penal Code.

3. Learned counsel for the petitioner submits that
petitioner has antecedent of one case and the informant alleges
that Md. Rizwan and Md. Naz 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 one month but the same was
not paid within the time agreed, hence, the informant went to



the house of the accused persons where petitioner was present along with other accused persons. Further, they offered the informant to purchase a land and showed an agreement paper executed by Ajay and Abhay in favour of the petitioner 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 Katha, thereafter, the informant paid an amount of Rs.5,00,000/- to the petitioner who gave the money to Ajay. It is next alleged that thereafter an agreement for sale was executed in between the petitioner and the informant for 2 Kathas of land over which Md. Rizwan signed as a witness. Thereafter, on 12.04.2017, the informant again paid an amount of Rs.5,00,000/- to the petitioner and thereafter paid different amounts to the petitioner and Md. Rizwan, as such, in all paid an amount of Rs.32,60,000/- after adjusting the price of the tractor. It is further alleged that thereafter the petitioner offered the informant to purchase 4 Kathas 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.



4. Learned counsel for the petitioner submits that petitioner has been falsely implicated in the instant case by the informant. It is further submitted that from perusal of the allegation as alleged in the FIR, it would manifest that in sum and substance, the allegation against the petitioner is that petitioner offered him to purchase 4 Kathas of land for which the informant gave a cheque of Rs.60,00,000/- in lieu whereof a registered sale deed was executed and later the informant came to know the sale deed has been executed with regard to a land which does not belong to the accused persons including the petitioner, hence, asked the bank to stop the payment of the cheque. It is next submitted that since no cheque was given to the petitioner for an amount of Rs.60,00,000/-, as such, no cheque either was presented by the petitioner for encashment. It is also submitted that as far as payment of the tractor and 2 Kathas of land is alleged in the FIR with respect to the same there is no dispute and apart from the said amount, an amount of Rs.4,20,000/- was credited in the account of the petitioner with regard to 4 Kathas of land for which informant alleges that a sale deed was executed but then it is submitted that informant and the petitioner along with other accused persons are land brokers and they work in tandem and it was in the said context



that an amount of Rs.4,20,000/- was credited in the account of the petitioner and it was not in lieu of any land which is being alleged that petitioner had offered to sell for an amount of Rs.60,00,000/-. It is further submitted that the amount of Rs.4,20,000/- is alleged to have been credited in the account of the petitioner in the year 2017 but three years thereafter the instant case came to be instituted. It is next submitted that no registered sale deed along with the FIR was brought on record.

5. Learned A.P.P. for the State and learned counsel appearing on behalf of the informant opposed the prayer for anticipatory bail of the petitioner. Learned counsel appearing on behalf of the informant submits that no doubt, the sale deed has not been brought on record but then a specific allegation is alleged in the FIR that a sale deed was executed by the petitioner in favour of the informant in lieu whereof a cheque of Rs.60,00,000/- was given apart from the aforesaid amount but then there is no pleading in the anticipatory bail application denying that no sale deed was ever executed by the petitioner in favour of the informant which amply demonstrates that petitioner with an intent to cheat had committed the occurrence. It is further submitted that petitioner has not approached the Court with clean hands as in the anticipatory bail application, it



is pleaded that petitioner has antecedent of one case when petitioner has antecedent of two cases which includes Bahadurpur P.S. Case No. 461 of 2017 in which the petitioner had moved before this Court seeking anticipatory bail by filing Cr. Misc. No. 33288 of 2018 and the same came to be rejected by an order dated 04.07.2018 by the then learned Coordinate Bench of this Court. It is, thus, submitted that the instant anticipatory bail application was filed after the order dated 04.07.2018 but concealing the said antecedent the anticipatory bail application has been filed stating that petitioner has antecedent of one case with respect to Sakri P.S. Case No. 138 of 2017 only.

6. Considering the submissions made by the learned counsel appearing on behalf of the informant and after perusing the order dated 04.07.2018 in Cr. Misc. No. 33288 of 2018, it manifests that petitioner has not approached the Court with clean hands when at para 3 of the anticipatory bail application criminal antecedent is to be pleaded, as such, the Court is not inclined to extend the privilege of anticipatory bail to the petitioner in connection with Bahadurpur P.S. Case No. 334 of 2020 pending in the Court of learned Judicial Magistrate, 1st Class, Darbhanga/Successor Court.



7. Hence, the prayer for anticipatory bail is rejected.

(Satyavrat Verma, J)

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