

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.72521 of 2024

Arising Out of PS. Case No.-5068 Year-2023 Thana- PATNA COMPLAINT CASE District-
Patna

-
-
1. Mohammad Shamim Ahmad @ Md. Shamim Ahmad S/o Md. Shafique Alam Resident of Shahganj, P.s- Aurangabad, District- Aurangabad
 2. Jawed Alam @ Md. Jawed Alam @ Md. Javed Alam S/o Mohammad Farooq Alam R/o vill and P.O. - Obra, Distt. - Aurangabad

... .. Petitioner/s

Versus

1. The State of Bihar
2. Syed Nazir Jamal S/o Late Syed Khurshid Jamal R/o Dilnashin Manzil, P.O. and P.S. - Phulwari Sharif, Distt. - Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Aryan Sinha, Advocate.

For the Opposite Party/s : Mr. Chandra Bhushan Prasad, APP

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

6 30-03-2026 1. Heard learned counsel for the petitioners and

learned APP for the State. No one appears on behalf of the O.P.

No.2.

2. The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 420. 406 and 120B of the Indian Penal Code.

3. The case was earlier taken up on 19.03.2026, when no one had appeared on behalf of the O.P. No.2, thereafter again the case was taken up on 23.03.2026, on the said date also, no one appeared on behalf of the O.P. No.2. Today also, when the case is taken up, no one appears on behalf of the O.P. No.2.

4. The learned counsel for the petitioners submits that petitioners have antecedent of one case, but then the said



complaint case was also instituted by the side of the present informant. It is next submitted that informant alleges that on 17.08.2019, the petitioners approached and told that Md. Shamim Ahmad had taken power of attorney from the land owner namely, Md. Sahad Imam to sell nine residential flats including its proportionate share in the land with nine reserved car parking in the proposed apartment namely, Mariam at the rate of 90 Degree at Mauza-Nohsa, District-Patna and the total value of the same comes to Rs.2,04,30,000/- only further relying on the petitioners, the complainant paid Rs.40 Lacs by way of an advance and an agreement to sell dated 17.08.2019 was executed in favour of the complainant by Mohammad Shamim Ahmad (petitioner no.1) in presence of witnesses, thereafter complainant regularly approached the petitioners for completing the project and to get the same registered with RERA and then to execute final sale deed in his favour, further complainant in between 06.07.2020 to 24.09.2020 paid another Rs.14 lacs, hence total amount of Rs.54 lacs was paid. It is further alleged that project was not completed but then the complainant received a legal notice dated 08.07.2021 sent by the petitioners and the same was replied by the complainant. It is next alleged that petitioners contacted the complainant to deposit difference



in stamp duty of power of attorney, accordingly, the complainant believing the petitioners paid a sum of Rs.30 lacs, but then, the project has not been completed and the petitioners have misappropriated an amount of Rs.84 lacs paid by the complainant.

5. The learned counsel for the petitioners submits that petitioners have been falsely implicated in the instant case by the complainant. It is next submitted that petitioners do not dispute that they received an amount of Rs.54 lacs from the complainant and were ready to return the same, for which a Demand Draft No.509027 dated 07.08.2025 drawn on ICICI Bank in name of the complainant was prepared but then the complainant for reasons best known was not willing to accept the said Demand Draft which now has lapsed but then it is asserted and submitted that if complainant is still willing to receive an amount of Rs.54 lacs from the petitioners, in that event, the petitioners will return the said amount willingly without any dispute or contest.

6. The learned counsel appearing on behalf of the petitioners next submits that as far as Rs.30 lacs is alleged to have been paid by the complainant on account of difference in stamp duty of power of attorney is being alleged, the same is



false and concocted. It is next submitted that no doubt the complainant is alleging that he paid Rs.30 lacs for which he obtained receiving of the petitioners on the back side of the agreement for sale but then the said signature is forged and fabricated. It is also asserted and submitted that whether the signature is genuine or not, shall be seen in the trial. It is further submitted that the petitioners are willing for getting the signature on the back side of agreement for sale with respect to 30 lacs examined by a handwriting expert/FSL and in the event if it is found that the signature of the petitioners are genuine, in that event also the petitioners will also return an amount of Rs.30 lacs without any dispute or contest. It is further submitted that the dispute is purely civil to which a criminal colour has been given. It is next submitted that had the complainant been ready to accept an amount of Rs.54 lacs, in that event, the instant dispute would not have arisen but since complainant is alleging that he paid another Rs.30 lacs apart from Rs.54 lacs as such the dispute has arisen but then for the same the complainant could have approached a court of competent civil jurisdiction where the petitioners would have got a chance to rebut his claim but then complainant intends to put the petitioners under fear of arrest with an intent to coerce them into



submission so that they part with the fanciful demands of the complainant.

7. Learned APP for the State Mr. Chandra Bhushan Prasad opposes the anticipatory bail application of the petitioners.

8. After hearing the learned counsel for the petitioners, the Court is in complete agreement with the submissions made by the learned counsel appearing on behalf of the petitioners, thus the petitioners, above-named, in the event of their arrest or surrender within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of learned trial court where the case is pending/successor court in connection with Complaint Case No.5068(c) of 2023, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

9. The copy of Demand Draft No.509027 dated 07.08.2025 drawn on ICICI Bank in favour of the complainant was produced before the Court and the photo copy of the same has been kept on record.

(Satyavrat Verma, J)

amit/-

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

