

Criminal Complaint case no. 1296/2019
U/S 406, 420 of the I.P.C.
Accused Name- Chandan Kumar Sah and Priyanka Kumari
P.O.-Asutosh Rai, A.S.J.-II, Katihar
A.B.P. NO. 472/2026

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IN THE COURT OF ADDITIONAL DISTRICT & SESSIONS JUDGE-II

DISTRICT-Katihar
(A.B.P. No. 472/2026)

In the matter of

1. Chandan Kumar Sah aged about 42 years S/o Laxmi Pd. Sah
2. Priyanka Kumari aged about 36 years W/o Chandan Kumar Sah
Both are R/o- Vill- Lichi Bagaan, Anthalay Road, P.S. Katihar Nagar,
District- Katihar, PIN- 854105

.....**Accused/petitioner.**

Vs

State of Bihar.....Opposite Party.

Kursela P.S. case no. 1296/2019

U/S- 406, 420 of the I.P.C.

Ld, advocate for petitioner- Shri Sanjay Kumar Singh

Ld, A.P.P. for the State- Shri Md. Azaj Alam

ORDER

02.06.2026- This anticipatory bail petition has been filed on the behalf of accused-petitioners namely Chandan Kumar Sah and Priyanka Kumari who are apprehending their arrest in connection with aforesaid case.

Heard the ld. counsel Shri Sanjay Kumar Singh appearing on the behalf of the petitioners and Ld. A.P.P. Shri Md. Azaj Alam on the behalf of the state.

As per complaint petition case of complainant is that accused-petitioners namely Chandan Kumar Sah and Smt. Priyanka Kumari and one another accused approached to the complainant and they proposed to sell their land total area 36-1/4 points equal to 8-3/4 Kari of M.S. Plot no. 106 and M.S. Khata no. 182 situated at Mouza Dahariya under the ward no. 34 Nagar Nigam Katihar. After that complainant excepted the said proposal i.e. to purchase the said land for consideration amount total Rs. 22,00,000/- (twenty two lakh) and later on he paid Rs. 4,50,000/- on 26.09.2018 to the accused persons and accused person executed a deed for agreement to sale and they promised to execute the sale deed by 30.11.2018 on payment of balance consideration amount Rs. 17,50,000/- and later on he also paid Rs. 11,00,000/- to the accused persons out of said balance amount and thereby he paid total Rs. 15,50,000/- to the accused persons. But later on accused persons approached to the complainant and told that co-sharer Rajendra Sah is unwilling to execute the sale deed of the said land and so they promised to repay the said amount Rs. 1,50,000/- with interest to the complainant till 29.04.2019 and they also promised that if they fail to pay the said amount then they will execute a sale deed with respect of 29 points land relating to M.S. plot no. 106 Ka and cha of Khata no. 180 and later on fresh agreement for sale was scribed on stamp paper but accused persons violated the terms of the agreement and deny the paid Rs. 15,50,000/- with interest to the complainant nor they executed the registered sale deed with respect to the said land. Then

complainant requested to the accused persons to follow the terms of agreement but accused persons didn't pay heed. Complainant has further stated that in connivance with each other and with dishonest intention accused persons enter into agreement but they didn't follow the terms of agreement and thereby committed the offence of breach of trust as well as cheating.

On the other side learned counsel for the petitioners has reiterated all the grounds taken in the bail petition and has submitted that the petitioners are quite innocent and they have committed no offence and have falsely been implicated in this case. He has further submitted that petitioners have no role in the said occurrence. He has further submitted that petitioner no. 1, Chandan Kumar Sah, is a law-abiding citizen of Katihar and has no criminal antecedent whatsoever. The petitioner no. 2 Priyanka Kumari, is his daughter and a young woman of clean character and good repute. Both the petitioners have falsely dragged into this litigation owing to a purely civil dispute arising out of an agreement for sale. The matter, if any, is purely of a civil nature concerning enforcement of a contract, and the same has been made to appear as a criminal case with the oblique motive of exerting undue pressure upon the petitioners. He has further submitted that complaint also alleges commission of offences under section 420, 406 of the I.P.C. However, no such case is made out against the petitioners. Both the agreements dated 26.09.2018 and 10.04.2019 were duly executed on stamped paper and were signed by both parties and attesting witnesses. There is no allegation that the petitioners forged any document or used any forged document as genuine. The bare allegation of forgery without any material particulars is insufficient to attract the rigor of the aforesaid penal provisions. He has further submitted that without prejudice to the foregoing, it is specifically submitted that petitioner no. 02 Priyanka Kumari, is not even a party to either of the two agreements for sale. Her name has been roped in as an accused without any specific allegation or overt act attributed to her in the complaint. She has no independent role in the alleged transaction and her implication appears to be intended solely to harass the family of petitioner no. 01 in the absence of any direct allegation or material evidence against the petitioner no. 02, no case for prosecution is made out against her. He has further submitted that the Hon'ble Apex Court in Joginder Kumar Vs. State of U.P. {1994 4 SCC 260} has observed that arrest should not be made merely because it is lawful to do so; arrest must be justified in terms of necessity for investigation or prevention of further crime, which is not the case here. He has further submitted that inserted sections are not forfeit against the petitioners and accused-petitioners have got no criminal history. Accordingly, it has been prayed to allow the said anticipatory bail petition.

Per contra, learned A.P.P. has vehemently opposed the prayer for anticipatory bail and has submitted that earlier to this petitioners filed one petition for pre-arrest bail vide A.B.P. no. 673/2019 and same was dismissed as withdrawn on dated 09.10.2020 but after said order petitioners neither surrendered before Id. Trial court nor filed any petition before the Hon'ble High

Court. Further, process of u/s 82 of the Cr.P.C. has already been issued against the petitioners and accused-petitioners have cheated the huge amount of complainant in the name of land transaction. So, accused-petitioners do not deserve for anticipatory bail.

Heard the both parties and perused the case record from the perusal of case record it is evident that at the name of land transaction accused-petitioners took Rs. 15,50,000/- from complainant but they neither execute sale deed in the favour of complainant nor returned the said amount to the complainant. Further, from record it is quite clear that having full knowledge of the proceeding of this case accused persons not appeared before Id. Trial court and knowingly and intentionally they are absconding.

So, having considered the above facts as well as submissions made by Ld. A.P.P., I am not inclined to grant the privilege of anticipatory bail to the aforesaid accused-petitioners. Hence, this anticipatory bail petition filed on behalf of the accused-petitioners namely Chandan Kumar Sah and Priyanka Kumari is hereby rejected.

**Addl. Sessions. Judge-II
Katihar**

Date of Order	02.06.2026
Date of Reserving Order	N/A
Uploading Date	10.06.2026
Uploaded By	Prakash Kumar Singh, Steno D.A.S.J.-II, Katihar