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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : AB/1565/2026

MD SHEIKH ABDULLAH AND ANR
S/O- SULTAN ALI,

2: MD AJIM UDDIN SHEIKH AZIM UDDIN SHEIKH
S/O- LT. YAKUB ALI
BOTH ARE RESIDENTS OF VILLAGE- PUB- DHANIRAM PATHER
BORO BASTI
P.O. P.S.- HOJAI
DISTRICT- HOJAI
ASSAM. PIN CODE- 782435

VERSUS

THE STATE OF ASSAM
, REPRESENTED BY THE P.P, ASSAM.

Advocate for the Petitioner : MR P KATAKI, SR. ADV., MS S BARPUJARI, MS N KASHYAP, MRS R BEGUM

Advocate for the Respondent : PP, ASSAM, MR. D K AGARWALA (INFORMANT), MR. B HUSSAIN (INFORMANT), MR S A BARBHUYAN (INFORMANT)

BEFORE
HONOURABLE MRS. JUSTICE SHAMIMA JAHAN

ORDER

Date : 27.07.2026

Heard Mr. P. Kataki, learned senior counsel assisted by Ms. N. Kashyap, learned

counsel for the petitioner. Also heard Ms. S.H. Borah, learned Additional Public Prosecutor appearing for the State as well as Mr. T.A. Laskar, learned counsel appearing for the informant.

2. By this application under Section 482 BNSS, the petitioners namely, 1. Md. Sheikh Abdullah and 2. Md. Ajim Uddin Sheikh @ Azim Uddin Sheikh have prayed for pre-arrest bail in connection with Hojai P.S. Case No.134/2026 under Sections 406/420/468/471/506/34 IPC.

3. An FIR registered in the instant case was filed by the owner of a plot of land, namely Abdul Shohid, wherein he had stated that he is the owner of the said land and the land is under his possession, but it had come to his knowledge that the petitioners with malicious and dishonest intention, have illegally created fraudulent and forged land documents with regard to his property. He further stated that by using the said documents, the petitioners had sold his land to innocent third parties and had misappropriated a large sum of money from them. The informant further stated that on 01.06.2026, he came to know from the said innocent purchasers. The informant further stated that the petitioners used a certain modus operandi to cheat the innocent people by purchase and sale of land of legitimate owners.

4. The learned senior counsel for the petitioners submits that the informant has land and he has sold the same to the purchasers and had received the money from them and that permission for sale was also obtained by the informant from the office of the Deputy Commissioner.

5. The learned counsel further submits that the title suits were filed by the purchasers for specific performance of the contract against the owner, that is, the informant of the case.

6. The learned counsel as such submits that the petitioners are simply the middle persons, who had helped in selling the land by the owner and purchase of the same by the purchasers. He also submits that in the title suit, it was stated that the purchasers had given money to the owner of the plot of land, i.e. the informant.

7. Miss S. H. Borah, learned Additional Public Prosecutor for the State, submits that agreement for sale has been entered between the purchasers and the petitioners, whereas, the agreement for sale has to be between the owner and the purchasers. She submits that the owner had categorically mentioned that he was in possession of the said land and he had never sold the same to any parties and the petitioners had illegally sold land to innocent purchasers.

8. Mr. Lasker, learned counsel for the informant, submits that the petitioners, who were the middlemen used to cheat the innocent purchasers as well as the owners by following a standard modus operandi. He submits that the informant had never sold the land to the buyers and that he is in the possession of the plot of land. He submits that even possession was not given to the buyers. The statement of the witnesses also reveals the same.

9. Having considered the learned submissions of the learned counsel for the informants, this court finds the following:-

- In the FIR, it is clearly stated that the owner was in possession of his land, i.e., 1 bigha, 3 Kathas, and 13 Lechas and that the petitioners had created fraudulent and forged land documents and sold his possessed land to third parties and had taken money from the third parties.
- In the in the title suit, it was stated by the purchasers that agreement for sale has been entered into with the defendants which includes the petitioners and the price was settled and it was also stated that the defendants have executed a deed of land sale agreement and had accepted an amount of Rs 25 lakhs as advance money and thereafter the defendants which includes the petitioners has accepted more amounts later.
- It is also seen that the agreement of sale has been entered into between the buyers and the petitioners and not the owners.

10. In view of the above facts and circumstances and in view of the allegations made in

the FIR by the owner of the said plot of land, this court does not deem it fit to release the petitioners on bail.

11. Accordingly, the petition is rejected at this stage.

JUDGE

Comparing Assistant