

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27829 of 2019

Arising Out of PS. Case No.-636 Year-2017 Thana- HAJIPUR SADAR District- Vaishali

Ram Ayodhya Sahani, Son of late Binda Sahani, Resident of Village - Kajipur
Thathan, P.S.- Sadar, District – Vaishali.

At present - A. 9, Bramhpur, P.S.- Kalkata West, District - Kalkata
(West Bengal)

... .. Petitioner

Versus

1. The State of Bihar
2. Amit Kumar @ Amit Kumar Sahni, Son of Ram Singar Sahni, Resident of
Village - Kajipur, P.S.- Sadar Hajipur, District - Vaishali

... .. Opposite Parties

Appearance :

For the Petitioner	:	Mr. Rajeev Ranjan, Advocate
	:	Mr. Uday Pratap Singh, Advocate
For the State	:	Mr. Manoj Kumar, APP
For the Opposite Party No.02	:	Mr. Subodh Prasad, Advocate
	:	Ms. Madhu Prasad, Advocate

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
C.A.V. JUDGMENT
Date : 09-10-2026

The present application has been filed by the petitioner under Section 439(2) of the Code of Criminal Procedure, 1973, praying for cancellation of the anticipatory bail granted to the opposite party no.2, namely, Amit Kumar @ Amit Kumar Sahni, by a Coordinate Bench of this Court *vide* order dated 04.12.2018 passed in Criminal Miscellaneous No.72190 of 2018, in connection with Hajipur Sadar P.S. Case No.636 of 2017, registered for the offences punishable under Sections 406, 420, 467, 468, 471 and 120-B of the Indian Penal Code (for short “I.P.C.”). The principal ground urged is that the opposite party



no.2 procured the said order by stating on oath that he is merely the identifier of the sale deed, in question, whereas he is himself the vendee, under a registered sale deed of the very same date, of the largest parcel of the very same plot, which was totally withheld from the Court.

2. The prosecution case has its genesis in Complaint Petition No.2833 of 2017 filed by the petitioner before the learned C.J.M., Vaishali, which was referred to the police under Section 156(3) of the Cr.P.C. and registered as Hajipur Sadar P.S. Case No.636 of 2017 on 15.12.2017 against six named accused, namely, (i) Amit Kumar @ Amit Kumar Sahni, the opposite party no.2, (ii) Dr. Azim Ansari, (iii) Md. Ekhlauque Alam, (iv) Homa Parween, (v) Imteyaz Alam and (vi) Ram Shringar Sahni, i.e., the father of the opposite party no.2 and the real brother of the petitioner.

3. The case of the petitioner-complainant, as set out in the complaint petition, is that he is the owner of the ancestral land appertaining to Khata No.108, Khesra No.702 of Mauza Kajipur Thathan, recorded in the revisional survey in the name of his father, Binda Sahani. It is stated that in order to raise capital for his business at Kolkata, he decided to sell the said plot and the opposite party no.2, who is his own nephew and deals in



land, proposed that the land be sold through him, inasmuch as, he would himself purchase as much as his means permitted. It is next stated in the complaint petition that the opposite party no.2 further asserted that he would bring other purchasers, and would collect the entire price and remit it to the petitioner through bank process. The petitioner, reposing trust in his own nephew, who had on an earlier occasions also purchased his share of land and paid through the bank, entrusted the sale to him. In terms of the settlement so arrived at, the opposite party no.2 was himself to purchase about 32 decimals of land for a consideration amount of Rs.29,48,000/-, Dr. Azim Ansari was to purchase about 4.5 decimals of land for a consideration amount of Rs.4,05,000/-, and Md. Ekhlague Alam and Homa Parween were to purchase about 9 decimals of land each for a consideration amount of Rs.8,10,000/- each. The opposite party no.2 undertaking to remit the aggregate sum of Rs.49,73,000/- to the account of the petitioner after registration.

4. It is further alleged that on 14.09.2017, at the Registry Office, Hajipur, the opposite party no.2 summoned a scribe of his acquaintance and four sale deeds were written in the names of the aforesaid four purchasers. It is further alleged that in the course thereof, the opposite party no.2 and his associates



gave the petitioner tea to drink, whereupon his mental condition became abnormal and torpid, and in that condition his signatures and thumb impressions were obtained upon the four deeds, which he neither read nor had read over to him by reason of the trust reposed in his own nephew. It is the allegation of the petitioner-complainant that after registration not a single rupee was paid to him and upon a demand being made, the accused refused to pay and held out threats against the petitioner-complainant. It is further alleged that upon obtaining copies of the deeds, the petitioner discovered that they contained no reference to payment through the bank but on the contrary the deeds recited that the entire consideration had already been received. The petitioner-complaint specifically alleges that the opposite party no.2 is himself the identifier on the sale deeds executed in favour of the accused nos.2, 3 and 4, and that on the sale deed in his own favour the accused no.5, Imteyaz Alam, is the identifier.

5. Thereafter, the opposite party no.2 applied for anticipatory bail before the learned Sessions Judge, Vaishali at Hajipur in A.B.P. No.1687 of 2018 and *vide* order dated 21.08.2018, the learned Additional Sessions Judge-III, Vaishali, after narrating the complaint in detail, including the settlement



under which the opposite party no.2 was himself to purchase about 32 decimals of land for a consideration amount of Rs.29,48,000/-, rejected the prayer in the following terms:-

" अभिलेख का अवलोकन किया गया। अभिलेख के अवलोकन से स्पष्ट है कि आवेदक एवं अन्य के विरुद्ध धारा – 406, 420, 467, 469, 471, 120 (बी) भा० द० वि० में दर्ज किया गया है। आवेदक इस वाद का नामित अभियुक्त है। यह वाद जाली फरेबी केवाला से संबंधित है तथा परिवाद पत्र में यह आया है कि सभी अभियुक्तों ने परिवादी की जमीन को अवैध रूप से हड़पने के लिए एक राय होकर धोखा के साथ जाली एवं फरेबी केवाला अमल में ला रखे हैं, जिसमें आवेदक की मुख्य भूमिका है।

उपरोक्त तथ्यों एवं परिस्थितियों में आवेदक द्वारा दाखिल अग्रिम जमानत के आवेदन को स्वीकार किया जाना में उचित नहीं समझता हूँ। फलस्वरूप आवेदक द्वारा दाखिल अग्रिम जमानत के आवेदन को अस्वीकृत किया जाता है। "

6. Thereafter, the opposite party no.2 approached this Court in Criminal Miscellaneous No.72190 of 2018 under Section 438 of the Cr.P.C. Since the entire controversy in the present application turns upon what was stated in the said petition, the material paragraphs of the aforesaid bail petition are extracted hereunder:-

"1. That this is an application for grant of Anticipatory Bail to the petitioner who has been falsely implicated in Hajipur Sadar P.S. Case No.636/17 recorded under sections 406, 420, 457, 458, 471 and 120-B as a witness on sale deeds.

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5. *That the petitioner has signed as witness in the*



**sale deeds. He is neither vendor nor vendee and
as such he has been falsely implicated.**

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7. That it appears from the sale deed that money has been paid to the informant. Photo, thumb impression of informant was taken before Registry and informant had accepted before the Registrar that he has received money.”

7. The sale deed annexed as Annexure-2 to the said petition was Sale Deed No.5339 dated 14.09.2017 executed by the petitioner in favour of the co-accused Homa Parween in respect of 9 decimals for a consideration amount of Rs.8,10,000/-, the endorsement whereon under Section 58 of the Registration Act, 1908 records that the executant was identified by Amit Kumar Sahni, Ram Shringar Sahni, and on which the opposite party no.2 also figures as an attesting witness. The petition disclosed the rejection of the prayer by the learned Sessions Court.

8. By the impugned order dated 04.12.2018, a Coordinate Bench of this Court allowed the prayer. The order, being brief, is reproduced in its entirety:-

*"Heard Sri Subodh Prasad, learned counsel
for the petitioner and Sri Damodar Prasad Tiwary,
learned Addl. Public Prosecutor.*

*The sole petitioner, apprehending his arrest
in Hajipur Sadar P.S. Case No. 636 of 2017*



registered for offence under Sections 406, 420, 467, 468, 471 and 120(B) of the Indian Penal Code, has prayed for grant of bail in the event of his arrest or surrender.

It was argued by learned counsel for the petitioner that initially, a complaint petition was filed by the complainant, which was referred to the police under Section 156(3) of the Cr.P.C. for its registration and thereafter, F.I.R. was lodged. **He submits that petitioner is only an identifier on the sale-deed.** Learned counsel for the petitioner further submits that in a case of civil dispute, colour of criminal offence has been given.

Besides hearing, I have also perused the material on record and after going through the same, I am of the considered opinion that it is a fit case for grant of anticipatory bail.

Accordingly, in the event of his arrest or surrender within a period of six weeks from today, let the petitioner namely Amit Kumar @ Amit Kumar Sahni be enlarged on bail on furnishing bail-bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned C.J.M., Vaishali in connection with Hajipur Sadar P.S. Case No. 636 of 2017, subject to condition as laid down under Section 438(2) of the Cr.P.C." (emphasis supplied)

9. On 01.05.2019, this matter was taken up by the same Coordinate Bench, which had granted bail to the opposite party no.2 and after hearing the parties, the Coordinate Bench had issued notice in the present case, upon being shown



the sale deed standing in the name of the opposite party no.2. Thereafter, the opposite party no.2 entered appearance and he was granted time to file a counter-affidavit. Thereafter, the matter remained pending for reasons not attributable to the petitioner.

10. At the outset, the learned counsel for the petitioner has submitted that the opposite party no.2 obtained the impugned order by a false statement on oath as he had only annexed the registered Sale Deed No.5342 dated 14.09.2017 to his bail petition moved before this Court in order to show that he was only the identifier of the sale deed whereas, his own registered sale deed was intentionally not annexed to the aforesaid bail petition wherein he has, in fact, the purchaser of the largest part of the land.

11. Adverting to the impugned order, it has categorically been submitted that the false statement was the very foundation for the grant of bail, inasmuch as, it stood recorded that the opposite party no.2 is only an identifier on the sale-deed. Further, it has been emphasised by the learned counsel for the petitioner that the very same Co-ordinate Bench of this Court, upon being apprised of the true facts, had issued notice to the opposite party no.2 for recalling the order granting bail to



him.

12. It has further been submitted that the plea of the opposite party no.2 that the truth was discoverable from the F.I.R. annexed to the bail petition, is no answer to a fraud upon the Court since the duty of candid disclosure rests upon the applicant and the Court being entitled to act upon the faith of a sworn statement. It has been submitted that the *vice* here is one of positive misstatement, *expressio falsi*, in the teeth of the record and an order so procured is a nullity, which the Court is bound to recall at any stage, and therefore, the bar of Section 362 of the Cr.P.C. having no application in the present case. The procurement of bail by fraud is an independent ground of cancellation which requires no supervening misconduct, so that the lapse of time and the absence of misuse of liberty can neither cure the fraud nor legitimize the order. Reliance, in this regard, has been placed upon the decision rendered in the case of ***S.P. Chengalvaraya Naidu (Dead) by LRs. v. Jagannath (Dead) by LRs. & Ors.*** reported as (1994) 1 SCC 1, ***A.V. Papayya Sastry & Ors. v. Government of A.P. & Ors.*** reported as (2007) 4 SCC 221, ***Himanshu Sharma vs. State of Madhya Pradesh***, reported as (2024) 4 SCC 222, ***Kusha Duruka v. State of Odisha***, reported as (2024) 4 SCC 432, ***Zeba Khan v. State of U.P. &***



Ors. reported as **2026 SCC OnLine SC 188** and upon the decisions of this Court in **Mohd. Rustam @ Minu v. State of Bihar**, reported as **2017 SCC OnLine Pat 3929** and **Pramod Kumar v. State of Bihar, Criminal Miscellaneous No.54892 of 2024**, decided on **23.07.2026**.

13. The learned APP for the State has submitted that the complaint itself attributes to the opposite party no.2 the principal role in the transaction and the learned Sessions Court had refused anticipatory bail on this very footing.

14. *Per contra*, the learned counsel for the opposite party no.2 has supported the impugned order and has submitted that the considerations governing the cancellation of bail stand on a footing entirely different from those governing its grant, and that bail once granted is not to be cancelled in the absence of very cogent and overwhelming supervening circumstances, such as misuse of the liberty, breach of its conditions or threat to the witnesses, none of which is even alleged in the present case. Reliance has been placed upon **Dolat Ram & Ors. vs. State of Haryana**, reported as **(1995) 1 SCC 349** and **Himanshu Sharma (supra)**. It is next submitted that there was no suppression of fact by the opposite party no.2 at the time of obtaining bail from this Court since the certified copy of



the FIR, with the complaint petition in its entirety, was annexed to the anticipatory bail petition. Further, the complaint itself narrates that the opposite party no.2 was to purchase about 32 decimals of land for a consideration amount of Rs.29,48,000/-. It is further submitted that the impugned order rests upon the civil nature of the dispute, which is borne out by the record.

15. I have heard learned counsel for the parties and considered their submissions. I have also perused the materials available on record, including the impugned order and the anticipatory bail petition of the opposite party no.2 filed before this Court.

16. On a conspectus of the materials on record, the moot question that arises for consideration is whether the impugned order dated 04.12.2018 was procured by the opposite party no.2 by misrepresentation of, and suppression of, a material fact, so as to warrant its recall and the cancellation of the bail granted thereunder, irrespective of any supervening misconduct on his part.

17. Before advertng to the rival contentions, it would be apposite to notice the settled law governing the subject matter, which is no longer *res integra*. The Hon'ble Supreme Court in the case of *State of Karnataka v. Sri Darshan etc.*,



reported as **2025 SCC OnLine SC 1702**, has delineated the two categories of cases in which bail already granted may be interfered with, in the following words:-

"18. Let us now examine the jurisprudence on when bail may be annulled or cancelled. Two distinct categories have emerged in this regard:

(A) Annulment of Bail due to legal infirmity in the order; and

(B) Cancellation of Bail, i.e., revocation of bail due to post-grant misconduct or supervening circumstances.

(A). Annulment of bail orders

18.1. This refers to the appellate or revisional power to set aside a bail order that is perverse, unjustified, or passed in violation of settled legal principles. It is concerned with defects existing at the time the bail was granted, without reference to subsequent conduct.

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22.4. An order that overlooks material evidence or proceeds on an erroneous premise is perverse, and such perversity forms a valid ground for cancellation or setting aside of bail."

(emphasis supplied)

18. As explained in the case of ***Neeru Yadav vs. State of U.P. & Anr.*** reported as ***(2014) 16 SCC 508***, the cancellation of bail on account of the misconduct of the accused or supervening circumstances is in a different compartment



altogether than an order granting bail which is unjustified, illegal and perverse, and in the latter case the Court does not dwell upon the violation of conditions by the accused or the supervening circumstances that have happened subsequently. It, on the contrary, delves into the justifiability and the soundness of the order passed by the Court. The illustrative circumstances in which a grant of bail may itself be set aside, has been summarised in the case of **Deepak Yadav v. State of U.P. & Anr.** reported as **(2022) 8 SCC 559**, include the cases where bail has been granted on untenable grounds.

19. The consequence of an order obtained by fraud upon the Court was stated in the case of **S.P. Chengalvaraya Naidu (supra)** in the following terms:-

"1. 'Fraud avoids all judicial acts, ecclesiastical or temporal' observed Chief Justice Edward Coke of England about three centuries ago. It is the settled proposition of law that a judgment or decree obtained by playing fraud on the court is a nullity and non est in the eyes of law. Such a judgment/decree — by the first court or by the highest court — has to be treated as a nullity by every court, whether superior or inferior. It can be challenged in any court even in collateral proceedings.

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5. ... The courts of law are meant for



imparting justice between the parties. One who comes to the court, must come with clean hands. We are constrained to say that more often than not, process of the court is being abused. Property-grabbers, tax-evaders, bank-loan-dodgers and other unscrupulous persons from all walks of life find the court-process a convenient lever to retain the illegal-gains indefinitely. We have no hesitation to say that a person, whose case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of the litigation."
(emphasis supplied)

20. The same principle has been reiterated in the case of ***A.V. Papayya Sastry (supra)***, wherein it has been held that an order obtained by playing fraud on the Court is a nullity and *non est* in the eye of the law and the same is open to challenge in any Court, at any time. The Hon'ble Supreme Court in the case of ***Kusha Duruka (supra)*** applied the maxim *suppressio veri, expressio falsi* to an applicant who had withheld material facts from the bail Court, holding that a litigant who attempts to pollute the stream of justice is not entitled to any relief. Further, in the case of ***Zeba Khan (supra)*** the Hon'ble Supreme Court has held that every applicant for bail is under an obligation to disclose all material particulars on affidavit, that any suppression or selective disclosure of such facts amounts to



an abuse of the process of law, and the order of bail so obtained deserves to be set aside.

21. This Court has consistently followed the same course. In the case of *Mohd. Rustam @ Minu (supra)*, a Coordinate Bench of this Court had cancelled an anticipatory bail obtained by misleading the Court, holding that the recall of an order so procured is not a review barred by Section 362 of the Code but a declaration that the order was obtained by fraud. In *Pramod Kumar (supra)*, this Court has held that the duty of candour flows from the character of bail as a discretionary relief, that the accused cannot arrogate to himself the function of deciding which material facts may safely be withheld, and that the plea that the suppression was the handiwork of a *pairvikar* or of counsel is no answer. In *Md. Ahsan Ansari v. State of Bihar, Criminal Miscellaneous No.2183 of 2022* an anticipatory bail of the year 2020, obtained by suppression, was annulled in the year 2026. Further, the absence of misuse of liberty after grant of bail, cannot validate an otherwise unsustainable order as has been held in the *Jayaben v. Tejas Kanubhai Zala & Anr.*, reported as *(2022) 3 SCC 230* and *Centrum Financial Services Ltd. v. State (NCT of Delhi)*, reported as *2022 SCC OnLine SC 100*.

22. From the aforequoted judgments, the



following propositions emerge. *Firstly*, the cancellation of bail on account of supervening circumstances requires cogent and overwhelming circumstances, such as misuse of the liberty or intimidation of the witnesses, and cannot be founded upon a mere re-appreciation of the material which was before the Court at the time of the grant of bail. *Secondly*, the annulment of an order granting bail which is perverse, founded upon an erroneous premise, or procured by misrepresentation or fraud, is concerned with the defects existing at the time of the grant of bail itself, and may be exercised irrespective of any subsequent misconduct on the part of the accused. *Thirdly*, an order obtained by a false statement of a material fact on oath is a nullity, and its recall is neither a review nor an appeal from the discretion of the Court which passed it, but a declaration that the order was vitiated at its inception.

23. Tested on the anvil of the aforesaid principles, the impugned order, in the considered opinion of this Court, cannot be sustained, for more reasons than one.

24. In the first place, the falsity of the statement made on oath in paragraph 5 of the anticipatory bail petition moved before this Court is not a matter of inference but of documentary proof. Sale Deed No.5342 dated 14.09.2017 is a



registered instrument, bearing the endorsements of the Registering Officer, Hajipur under Sections 52, 58 and 60 of the Registration Act, 1908, which describes the petitioner as the vendor and Amit Kumar Sahni, son of Ram Shringar Sahani as the vendee of 32.75 decimals of Khata No.108, Khesra No.702 for Rs.29,48,000/-. The complaint, the FIR and the order of the learned Sessions Court, all record the same. The opposite party no.2 was, therefore, the vendee under a registered conveyance of the very land in respect of which he swore, ten weeks later, that he was neither vendor nor vendee. Unlike a case of suppression of criminal antecedents, in which an accused may at least plead want of knowledge of a case pending against him, no person can be ignorant of a registered sale deed taken in his own name for Rs.29.48 lakhs. The statement was false, and was false to the knowledge of the opposite party no.2 when it was made.

25. In the second place, the fact which was wrongly presented was not a minor one. It was the most important fact for deciding the prayer for anticipatory bail in a case involving cheating and forgery of sale deeds. The prosecution case is that opposite party no. 2 was the main person behind the entire transaction. He was the nephew who had gained the trust of his elderly uncle, brought the other three



purchasers, who are described in the complaint as his men, and assured that the payment would be made through the bank. On the basis of these facts, the learned Sessions Court had found him to be the main accused in the case. A person who merely identifies someone on a deed, when the deed is executed by another person, normally has no clear reason to commit the alleged fraud and no direct benefit from it. But, in the present case, the opposite party no. 2 was not merely an identifier. He was the principal purchaser of the largest parcel of the land and the person who benefited from the transaction. His own sale deed mentions that the sale price was paid, whereas the vendor's case is that the price was never paid. Thus, he was directly connected with and benefited from the alleged fraud. The opposite party no.2 merely describing himself only as an identifier, presented a completely different picture of his role in the case. This description concealed the true nature of his involvement and made his case appear much less serious than it actually was.

26. In the third place, the impugned order demonstrates, on its own face, that the false statement was the foundation of the grant. The order records two submissions and two only. The first is that petitioner is only an identifier on the



sale-deed and the second is that a civil dispute has been given the colour of a criminal offence.

27. In the fourth place, the selection of the annexure puts the matter beyond the reach of any plea of inadvertence. Of the two deeds of the same date available to him, both containing the identical recital of receipt of consideration, the opposite party no.2 annexed the one on which he appears merely as identifier and witness, and withheld the one on which he is the vendee. The petition thus told a single, consistent, false story in paragraph 1, in paragraph 5 and in the annexure.

28. The submission that there was no suppression of material facts, inasmuch as the copy of the FIR annexed with the petition itself disclosed the correct facts and the learned Coordinate Bench had recorded that it had perused the materials on record, does not commend itself to this Court. It is well settled that a person seeking discretionary relief from a Court is required to make a full, fair and candid disclosure of all material facts, as the Court proceeds on the faith and representation made in the pleadings and sworn statements placed before it. A party who makes a positive assertion on oath contrary to the contents of the documents annexed by him cannot be permitted to contend that it was for the Court to discover the falsity of such assertion.



The matter is rendered more serious by the fact that the present case is not one of mere omission or non-disclosure of a fact which could have been gathered from the record. It is a case of a positive misstatement made in the teeth of the material brought on record by the petitioner himself. The *vice*, therefore, is one of *expressio falsi* and not merely *suppressio veri*. A litigant seeking discretionary relief cannot be permitted to take advantage of the fact that the Court did not, at that stage, notice the contradiction between his sworn statement and the document relied upon by him. Had the Coordinate Bench noticed the said contradiction, the submission regarding the identifier could not have been recorded without qualification. The petitioner, therefore, cannot derive any advantage from his own misstatement and cannot be permitted to shift the burden of detecting such falsehood upon the Court.

29. The submissions regarding the civil nature of the dispute, the recitals in the registered deeds and the admission of execution before the Registering Officer are matters of defence, which opposite party no. 2 may raise at the trial. This Court, therefore, would refrain from expressing any opinion on the merits. However, the plea that the dispute is purely civil in nature cannot be considered independently of the allegations



made in the case. The allegation is not merely of failure to pay the consideration amount, but of inducing the executant to execute the deed on a false promise of payment and obtaining his signatures on a recital of payment which was allegedly false. The availability of a civil remedy does not, by itself, bar criminal proceedings arising from the same transaction. Reference may be made to the decision rendered by the Hon'ble Supreme Court in the case of ***Kamaladevi Agarwal v. State of West Bengal***, reported as ***(2002) 1 SCC 555***.

30. The submissions founded upon ***Dolat Ram (supra)*** and ***Himanshu Sharma (supra)*** proceed upon a misconception of the nature of the present application. The present is not a case of cancellation of bail on the ground of supervening misconduct, in which event alone the absence of misuse of the liberty would have assumed significance. It invokes the power of this Court to annul an order procured by a false statement of a material fact on oath, which power, as held by the Hon'ble Supreme Court in the cases of ***Neeru Yadav (supra)***, ***Sri Darshan (supra)*** and ***Himanshu Sharma (supra)*** itself, does not require any supervening circumstance to be shown. The challenge is not to the soundness of the discretion exercised by the Coordinate Bench upon the material disclosed



to it, which this Court neither reviews nor sits in appeal. The consideration is to the deception by which the relevant material was kept away from the Coordinate Bench altogether.

31. This Court is conscious that the impugned order was passed nearly eight years ago and the present application has remained pending since April, 2019, for reasons attributable to neither party, and that no misuse of the liberty is alleged. These are circumstances which would weigh with a Court considering cancellation for supervening misconduct, but they arose after, and by reason of, the grant, and cannot breathe validity into an order procured by falsehood at its inception, for, as held by the Hon'ble Supreme Court in the case of *Jayaben (supra)* and *Centrum Financial Services (supra)*, that once the order granting bail is found to be unsustainable, cancellation must follow as a necessary consequence.

32. For the foregoing reasons, this Court is of the considered opinion that the impugned order dated 04.12.2018 was procured by the opposite party no.2 by a false statement on oath of a fact material to his prayer for anticipatory bail, namely, that he was neither vendor nor vendee of the land in question, whereas he is himself the vendee under registered Sale Deed No.5342 dated 14.09.2017 of the largest parcel thereof, the



falsehood was compounded by the selective annexure of the deed of a co-accused and the withholding of his own. The impugned order, therefore, cannot be sustained and the bail granted thereunder is liable to be cancelled.

33. In the result, the present application is allowed. The order dated 04.12.2018 passed by a Coordinate Bench of this Court in Criminal Miscellaneous No.72190 of 2018, arising out of Hajipur Sadar P.S. Case No.636 of 2017, granting anticipatory bail to the opposite party no.2, namely, Amit Kumar @ Amit Kumar Sahni, is recalled and set aside. Consequently, the bail granted to the opposite party no.2 *vide* the said order is hereby cancelled and the bail bonds furnished by him also stand cancelled.

34. It is made abundantly clear that the observations made hereinabove are confined to the consideration of the present application and shall not be construed as an expression of any opinion on the merits of the case, including the genuineness of the sale deeds or the payment of the consideration thereunder, which shall be decided by the learned Trial Court uninfluenced by the same.

35. Before parting with the case, this Court is constrained to observe that the opposite party no.2 obtained an



order of this Court protecting him from arrest by swearing to the contrary of what a registered deed in his own name records, and enjoyed the fruit of that order for close to eight years, leaving unanswered the notice issued on 01.05.2019 to show cause why action be not taken against him and the affirmant of the petition for making a false statement on oath. This Court records its strong disapproval of the said conduct, which is nothing short of an attempt to overreach the Court. However, this Court, for the present, refrains from initiating any proceeding under section 340, while making it clear that this forbearance shall not be construed as condonation of the conduct in question.

36. Let a copy of this judgment be communicated to the learned Principal District & Sessions Judge, Vaishali, forthwith, through FAX/e-mail for its compliance.

(Sandeep Kumar, J)

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AFR/NAFR	N.A.F.R.
CAV DATE	03.08.2026
Uploading Date	14.10.2026
Transmission Date	14.10.2026

