GAHC040013472024

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

Case No. : AB/128/2024

Nivash Thakur @ Nivas Thakur
Son of Ram Abatar Thakur, resident of Salaguri Pahi Gaon, PO Kalogaon, PS Sibsagar, Sibsagar District, Assam 785666

VERSUS

The State of AP
represented by the PP of AP

Advocate for the Petitioner : N K Murry, A K Purkayastha,Uttam Deka,1 S Sharma,Dusu Rillung,N. K. Murry

Advocate for the Respondent : P P of AP,

BEFORE
HONOURABLE MR. JUSTICE KARDAK ETE

ORDER

Date : 22-11-2024

Heard Mr. A. K. Purkayashtha, learned Senior counsel assisted by Mr. S. Sharma, learned counsel for the accused applicant. Also heard Ms. L. Hage, learned Additional Public Prosecutor for the State.

2. This bail application has been filed, praying for grant of pre-arrest

bail to the accused/applicant, namely *Nivash Thakur @ Nivas Thakur,* in connection with Chimpu Police Station Case No. 34/2024, under Sections 406/468/471/420 of IPC, corresponding to G. R. Case No. 593/2024.

3. The F.I.R. was lodged by one *Shri Tadar Nigiar* on 28.03.2024 before the Officer-in-Charge, Police Station, Chimpu, which is as follows:

> "…*I availed vehicle loan of 2 (Trucks) Dumpers from Tata Motors Finance limited Lakhimpur in the year 2019 and 2 more dumpers in 2021 funded by the same finance company under of firms name M/S Darko Infra- Tech, Chimpu, Itanagar A.P. In the year 2021 one Mustakh Rahman from North Lakhimpur, Assam approached and proposed to but two of my dumpers. After threadbare bare and persistent approach I agreed to sale two dumpers B/regd/No- AR01M2513, Chassis no- MAT49053K2J11654 with the following conditions.1) That he will pay me some amount as part of the purchase proceeds of the Dumpers.2) That he will pay all dues payable to finance company (Tata motors private Limited Lakhimpur) as soon as I hand him over the said two dumpers. 3) That he will also pay all taxes, revenues chargeable by the administration and revenue Officers on the above two Dumpers.4) That he will change the registration in his name as I hand overs the registration documents to him after paying the dues owed to Finance company with my sign and signatures In form-35 which is meant for transferring the ownership But sir, To my surprise I lately came to know the following illegalities.1) That he has still not paid the loan due/instalment amounts even after 2 And HALF YEARS OF AGREEMENT AS WAS PAYABLE TOTHE FINance company (tata motors finance Limited, N/Lakhimpur, Assam.2) That he has soled and transferred the dumpers to one Nibash Thakur without taking my signatures in form-35 meant for transferring ownership.3) That all papers like fitness, flying permits have expired.4) That the insurance of the vehicles have not been renewed for long time.5) That he might have used fake and forged documents while transferring or selling the dumpers. 6) That in several occasions he has issued inadequate balanced/bounced cheque leaves to the tata motors.*

The details of the accused. Name- Shri Mustakh Rahman, Moldomila near Moidomia, Kothalguri, namgarh, N/Lakhimpur., assam, M/No- 6002553883/8822837373 His wifes no- 9365581015. Therefore. You are requested to register a case in various appropriate sections and launch investigation and help me take back my Dumpers before the vehicle are damaged."

4. On receipt of the above F.I.R., a case was registered being Chimpu Police Station Case No. 34/2024, under Sections 406/468/471/420 of IPC.

5. This Court on 03.10.2024 had granted interim pre-arrest bail to the accused person, namely, *Nivash Thakur @ Nivas Thakur.*

6. The accused applicant has appeared before the Investigating Officer on 09.10.2024 and was arrested and his statement was recorded and thereafter, was released on bail in terms of the order of this Court.

7. On perusal of the Case Diary, it reveals that accused applicant has stated that they have purchased Tata Dumpers No. AR01M-2512 and AR01M-2513 from one *Mustakh Rahman*. They have never met the informant who is the registered owner of the above vehicles. The accused applicant has stated that their names and the necessary documentary formalities were carried out by said *Mr. Rahman* and after receiving of the notice from the Police, they learned that the said *Mr. Rahman* had sold them vehicles by forging the signature of the vehicle owners as well as their signatures in Form No. 29 & 30 and on the Sale Deed. The said Mr. Rahman also reportedly submitted a fake NOC for termination of a loan from Tata Motors Finance in Lakhimpur to the DTO, Naharlagun and he obtained an NOC from the DTO, Naharlagun. Accordingly, based on the NOCs, the accused applicant had submitted them before the DTO Office,

Sivasagar, Assam and changed the registration numbers of the vehicles from Arunachal Pradesh to Assam and the said vehicles are being given on hire in Nagaland for mining work.

8. Having considered the materials and considering that the accused applicant has recorded his statement, although the Investigating Authority has opposed the grant of bail to the accused person, I am inclined to grant pre-arrest bail to the accused applicant.

9. Accordingly, the interim pre-arrest bail granted to the accused, namely *Nivash Thakur @ Nivas Thakur*, in connection with Chimpu Police Station Case No. 34/2024, under Sections 406/468/471/420 of IPC on 03.10.2024 is hereby made absolute on following terms and conditions:

(i). The accused/applicant shall cooperate with the investigation and make himself available for interrogation by the Investigating Officer, as and when required;

(ii). The accused/applicant shall produce the vehicle involved in the case, namely, Tata Dumper bearing registration No. AR-01-M-2513, which has been re-registered as AS-04 BC-9399, within a period of 13 (thirteen) days.

(iii). The accused/applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him/her from disclosing such facts to the Court or to any Police Officer.

11. On failure to comply with the above conditions, the bail granted shall stand automatically cancelled.

10. This anticipatory bail application stands disposed of, in terms above.

JUDGE

Comparing Assistant