

GAHC010085132024



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

Case No. : AB/1132/2024

NAYAN JYOTI SAIKIA AND 2 ORS.
S/O CHANDRA KANTA SAIKIA (DIRECTOR), DESTINATION TECHNOHUB
INDIA PVT LTD. A CO. INCORPORATED UNDER THE COMPANIES ACT, 1956
AND (HAVING ITS REGISTERED OFFICE AT H. NO. D-122, STREET, NO. 6,
LAXMI NAGAR,
NEW DELHI- 110092 AND ITS GUWAHATI OFFICE AT ROOM NO. 102, 1ST
FLOOR, KALPANA MARKET, SILPUKHURI, GUWAHATI-781003, ASSAM
R/O H. NO. 8. VILL- 2 NO. GOSAI PATHER
P.O. AND P.S. BIHPURIA, DIST. LAKHIMPUR, ASSAM, PIN-784161

2: SRI CHAMPAK SAIKIA @ SAMPAK SAIKIA
S/O CHANDRA KANTA SAIKIA

R/O H. NO. 8
VILL- 2 NO. GOSAI PATHER
P.O. AND P.S. BIHPURIA
DIST. LAKHIMPUR
ASSAM
PIN-784161

3: KAMAL HASSAN @ KHANDAKAR KAMAL HASSAN
S/O KHANDAKAR ABDUL GAFUR
R/O VILL
P.O. AND P.S. KALGACHIA
DIST. BARPETA
ASSAM
PIN -78131

VERSUS

THE STATE OF ASSAM
REPRESENTED BY THE PP, ASSAM

Advocate for the Petitioner : MR. Z HAMMAD, MISS R A CHOUDHURY, MR. R K MAHATO

Advocate for the Respondent : PP, ASSAM,

**BEFORE
HONOURABLE MRS. JUSTICE SUSMITA PHUKAN KHAUND**

ORDER

19.08.2024

1. Heard Mr. Z. Hammad, learned counsel for the petitioners.
2. This is an application under Section 438 of the Code of Criminal Procedure, 1973, praying for grant of pre-arrest bail to the accused/petitioners, namely, [1] Sri Nayan Jyoti Saikia, [2] Sri Champak Saikia @ Sampak Saikia and [3] Kamal Hassan @ Khandakar Kamal Hassan who are apprehending arrest in connection with Panbazar P.S. Case No. 295/2023, under Sections 406/420 of the Indian Penal Code (GR Case No. 8470/2023).
3. Heard Mr. M. P. Goswami, learned Addl. PP, Assam.
4. It is submitted on behalf of the petitioners that an FIR was lodged against them with allegations that although the petitioners being Director and Project Director of the Company, namely, Destination Technohub India Pvt. Ltd. induced the informant to part with an amount of Rs. 5 lacs by promising supply of Smart Meters in the Lakhimpur Sub-Division, the petitioner failed to keep their promise and supply the Smart Meters according to the agreement executed between both the parties. The agreement is marked as Annexure-3 of the petition.

5. The petitioners have submitted that, they are in no way involved with the instant case as alleged in the complaint/FIR. The actual fact of the case is that the accused petitioners are the Vendor/Company and the complainants are the Vendee/Contractor and both the Vendor and Vendee entered into a joint project for installation of "Smart Meters" and supply of manpower in Lakhimpur Subdivision in the Lakhimpur district of Assam. Both the parties have entered into a valid agreement with their free consent by performing all the legal formalities before the Notary Public at Kamrup (M), Assam vide document St. No. 6207 dated 11/08/2023 and Co. Ref. No. DES/19/M07/09101 dated 11/08/2023. After entering into the agreement, the vendee/contractor/complainants made a total payment of an amount of Rs.5,00000/- (rupees five lakh) in two instalments to the vendor/accused petitioners to get the contract of installation of "Smart Meters".
6. Thereafter, after a month, the vendee / contractor /complainants supplied the required workers/labourers lists to the accused petitioners. Accordingly, the labourers had undergone basic training so as to install the "Smart Meters". Immediately, the vendee/contractor/complainants were supplied with some "Smart Meters" for installation. As such, they had installed some "Smart Meters" in Lakhimpur Town area as per the information of the accused petitioners. However, suddenly and very shockingly the vendee/contractor/complainants stopped installation of "Smart Meters" in their respective areas. It may be mentioned here that the Co-accused as well as the accused petitioners made several requests to the informants to continue their work but they did not pay any heed to that. Even, the vendee/contractor/informants used their labourers to

continue the work of installation of "Smart Meters" under a different Vendor/Co./Firm thereby breaching the terms and conditions of the agreement executed between the parties. After getting this information, the Vendor/Co. requested the vendee/informants/contractor to provide a separate list of workers to continue said work. But they declined to the proposal made by the vendor/co./accused petitioners. Resultantly, the instant complain/FIR was lodged by the vendee/contractor/informants with some false, concocted and imaginary stories only to harass and humiliate the accused petitioners.

7. I have considered the submissions at the Bar with circumspection.
8. The petitioners were directed to appear before the Investigating Officer but the petitioners have failed to appear and the prayer for interim bail was extended by this Court vide order dated 25.07.2024 up to 19.08.2024. The Case Diary reveals that the petitioners did not appear before the Investigating Officer despite extension of interim bail up to 19.08.2024. The petitioners have violated bail conditions. By the conduct of the petitioners, I am constrained to reject the prayer for pre-arrest bail of the petitioners.
9. Petition stands rejected at this stage. Interim order stands vacated.

Send back the Case Diary.

JUDGE

Comparing Assistant