

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.8173 of 2015

Arising Out of PS.Case No. -18 Year- 2014 Thana -MADHUBANI TOWN District- MADHUBANI

1. Sanjay Kumar Sah Son of Ramu Sah, Resident of Village / Mohalla - Balaha, P.S. - Keoti, District - Darbhanga, proprietor of Ganpati Food Industries, Pandaul, P.S. - Pandaul, District - Madhubani.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Md.Imteyaz Ahmad, Advocate.

For the Opposite Party/s : Mr. Renu Kumari (App)

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

2 03-03-2015 Heard both sides.

The petitioner apprehends his arrest in Madhubani (Town) P.S. Case No. 18 of 2014, registered for the offences punishable under Section 409 and other Sections of the Indian Penal Code.

The informant district manager, S.F.C. alleged that the petitioner received 86890.75.000 quintals of paddy and he had to delivered 58218.25.795 quintals of rice, but the petitioner deposited only 29629.88.000 quintals C.M.R. rice and the petitioner has not returned remaining rice thereby he misappropriated a sum of Rs. 4,44,07,397.00/-.

Learned counsel for the petitioner submits that there was an agreement between the S.F.C. and the petitioner. The

S.F.C. was authorized to deliver the paddy to the rice mill of the petitioner and after milling the paddy S.F.C. was obliged under the agreement to lift the rice from the rice mill of the petitioner, but the informant did not lift the rice from the mill of the petitioner and the same is still lying in the premises of the petitioner.

Learned counsel for the petitioner submits that a demand notice was served on the petitioner and the petitioner came before this Court in C.W.J.C. No. 21202 of 2013. The aforesaid writ petition was disposed of vide order dated 28.01.2014 holding that notice under P.D.R. Act is not legal as it amounts to violation of the agreement between the S.F.C. and the owner of the rice mill. Accordingly, the demand notice was quashed. The S.F.C. should have filed suit for breach of contract, but instead of filing civil suit, S.F.C. filed this criminal case. The petitioner is still ready to deliver the entire remaining rice/paddy according to the agreement.

It appears that according to the agreement the S.F.C. was to lift the rice after milling the paddies from the rice mill of the petitioner, but instead of lifting the rice the S.F.C. firstly sent demand notice and when the same was quashed lodged the present case. The petitioner is still ready to deliver the remaining rice and the paddies.

Considering the facts aforesaid the petitioner, in the event of his arrest or surrender before the court below within a period of four weeks from the date of receipt/production of a copy of this order, is directed to 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 the learned Chief Judicial Magistrate, Madhubani in connection with Madhubani (Town) P.S. Case No. 18 of 2014, subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

(Prabhat Kumar Jha, J.)

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