

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.22080 of 2015

Arising Out of PS.Case No. -132 Year- 2012 Thana -GOH District- AURANGABAD

=====

Sanjay Kumar Singh Son of Ram Sunder Singh R/o Village Bhalwandi, P.S.
Goh, Dist- Aurangabad.

.... Petitioner

Versus

The State of Bihar

.... Opposite Party

=====

Appearance :

For the Petitioner/s : Mr. N.K. Agrawal, Sr. Advocate
Mr. Avanish Kumar Singh, Adv.

For the Opposite Party/s : Mr. B.P.Pandey, Sr. Adv.
Mr. P.K. Sinha, Adv.
Ms. Pallavi Pandey

For the State : Mr. B.N. Pandey (App)

=====

**CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR
JHA**

ORAL ORDER

7 29-10-2015 Heard both sides.

The petitioner apprehends his arrest in Goh P.S. Case
No. 132/2012, registered for the offences punishable under
Sections 406, 420, 506, 504 & 34 of the Indian Penal Code.

The informant alleged that the petitioner entered into
an agreement and received money for selling his vehicle, but the
petitioner did not hand over the vehicle in pursuance of the
agreement.

Learned counsel for the petitioner submits that the
prayer for anticipatory bail of the petitioner was earlier rejected
vide order dated 09.12.2013 passed in Cr. Misc. No. 50891/2012,

but the same was not dismissed on merit. Therefore, the petitioner has filed this petition again for anticipatory bail.

It is submitted that the informant annexed the deed of agreement dated 26.12.2011 along with his written petition but some interpolation was made in the date of agreement.

It is further submitted that the date of agreement according to the informant is 26.12.2011 but the petitioner got certified copy of the deed of agreement dated 26.12.2012. An enquiry was also held in pursuance of the order passed in Cr. Misc. No. 50891/2015.

Sri N.K. Agrawal, learned counsel for the petitioner has further submitted that from perusal of para 5 of the case-diary it would appear that the date of agreement is 26.12.2012 and not 26.12.2011. The investigating officer has reproduced the entire writing of the agreement. Of course, the Dy S.P. has stated about the interpolation but the S.P. who supervised the case also found the date of agreement 26.12.2012. It has not come anywhere that the petitioner has made interpolation.

On the other hand, learned Additional P.P., Sri B.P. Pandey, learned senior counsel for the informant submitted that it was the petitioner who made interpolation in the agreement dated 26.12.2011. This fact came to the notice of this Court. Thereafter

an enquiry was held.

Learned District Judge has come to the conclusion that it was the petitioner who made interpolation in the agreement dated 26.12.2011. Annexure 5 of the counter affidavit, in which the order of this Court passed in Cr. Misc. No. 50891/2012 is annexed. The court has shown that the petitioner did not surrender in the court even after lapse of about two year of rejection of his anticipatory bail petition and the court below was directed to take all necessary steps to ensure the attendance of the petitioner.

It appears that the FIR was lodged on 16.08.2012 along with all annexures including the copy of the agreement said to have dated 26.12.2011, but there was interpolation in the date of agreement and instead of 26.12.2011 it was interpolated as 26.12.2012. Apparently, there appears some interpolations in the deed of agreement which was made in the year 2012. The petitioner also lodged counter version.

From the report of the learned District Judge, it appears that the interpolation was made in the agreement at the behest of the petitioner and for that the responsible staff was put under suspicion and departmental enquiry was initiated. The prayer for anticipatory bail petition of the petitioner was dismissed on 09.12.2013, but even then the petitioner did not surrender in the

court below and evaded his appearance.

Considering the facts aforesaid, I am not inclined to
enlarge the petitioner above named on anticipatory bail.
Accordingly, the same is rejected.

(Prabhat Kumar Jha, J.)

Rakhi

U		T	
---	--	---	--