

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.32960 of 2015**

Arising Out of PS.Case No. -18 Year- 2015 Thana -RAMPUR CHAURAY District- JEHANABAD

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1. Birendra Kumar Singh Son of Late Srikant Singh, resident of village - Dhobi Bigha, P.S.Rampur Chauram, District Arwal, Proprietor of M/s Satyam Super Rice Mill.

.... .... Petitioner/s

Versus

1. The State of Bihar.  
2. B.S.F.C., Patna.

.... .... Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr. Rama Kant Sharma, Advocate  
For the B.S.F.C. : Shailendra Kumar Singh, Advocate  
For the State : Mr. Rana Ravindra Singh

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**CORAM: HONOURABLE JUSTICE SMT. ANJANA MISHRA**  
**ORAL ORDER**

2      21-08-2015

Heard learned counsel for the petitioner and

learned counsel for the B.S.F.C and the State.

The petitioner apprehends his arrest in a case registered under sections 409 and 420 of the Indian Penal Code and 7 E.C. Act.

Learned counsel for the petitioner submits that in pursuance of an agreement dated 21.03.2013 the petitioner pledged all immovable properties in the form of mortgage for the purpose of securing the paddy obtained by him from the B.S.F.C. The agreement paper was signed by the District Magistrate B.S.F.C on the one party and the petitioner being second party. It is submitted on behalf of the petitioner that the immovable

properties which have been pledged are in the name of the father of the petitioner. Learned counsel for the B.S.F.C. Submits that the said properties can not be a secured transaction between the parties.

Learned counsel for the petitioner submits that his father has sworn and notarized an affidavit in the shape of mortgage and has entered into an agreement on 21.03.2013. Learned counsel for the B.S.F.C submits that there is no deed of pledge of the property and whatever properties were pledged did not stand in the name of the petitioner rather it stands in the name of the father as stated in the agreement between the parties. Learned counsel for the B.S.F.C. submits that such property cannot be accepted by way of pledge.

Learned counsel for the petitioner once again submits that in view of the fact that notarized sworn affidavit has been filed by way of supplementary affidavit before this court and petitioner's father is accepting the liability there is no occasion for the B.S.F.C. to contest the matter and once the father of the petitioner has entered into an agreement with B.S.F.C. to extinguish the loan and liability of the B.S.F.C .the Corporation is unnecessarily creating hassles and harassing the petitioner.

Be that as it may, it also appears that P.D.R.

Case No. 11 of 2015 is pending in the court of District Certificate Officer at Arwal Jehanabad and there is also an arbitration clause.

In view of the fact that sufficient property has been pledged in favour of the Corporation and that under similar circumstances other petitioner who has approached this court has been extended privilege of anticipatory bail, let the above named petitioner in the event of his arrest or surrender before the court below within a period of three weeks from the date of receipt/production of a copy of this order be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of like amount each to the satisfaction of Chief Judicial Magistrate, Jehanabad in Rampur Chauram P.S. Case No. 18 of 2015, subject to the conditions laid down under section 438(2) Cr.P.C.

**(Anjana Mishra, J)**

M.Rahman/-

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