

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.46400 of 2012

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Rajendra Prasad Mansingka

.... Petitioner/s

Versus

The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Vijay Anand

For the Opposite Party/s : Mr. Ashok Kumar (App)

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CORAM: HONOURABLE SHRI JUSTICE DHARNIDHAR JHA
ORAL ORDER

4 21-05-2015 Heard both the parties.

Some facts are undisputed. It is not disputed that the complainant was the tenant on the month to month basis of the accused/petitioner. He was paying rent and it appears that under the terms of tenancy, the complainant was to obtain rent receipts on payment of rent. This appears admitted by the complainant itself in paragraph-4 of his complaint petition that he went to Siliguri for making payment of rent to the petitioner for the month of April, 2006 but the present petitioner instructed him to pay the rent in one lumpsum in the month of April, 2007 and, as such, the complainant went to Siliguri in the first week of April, 2007 and paid Rs.5,995/- as rent for the months of May, 2006 to March, 2007 as desired by the present petitioner.

The grievance of the complainant was that in spite of having paid the rent, he did not get the receipt in that behalf and

was rather impressed upon that the volume of the rent receipt was laying at the residence of the petitioner and, as such, he would issue rent receipt later on and hand the same over to his brother Pramod Sharma or the same shall be sent to the complainant to Katihar.

The above facts show that the transaction of paying the rent had taken place in Siliguri itself and the rent receipt was also to be issued in token of the receipt of rent at Siliguri itself. What was agreed by the complainant or what was promised by the present petitioner was that after issuing the rent receipt, the same was to be handed over to one Pramod Sharma who happened to be the brother of the complainant or was to be dispatched to Katihar. It shows the entire transaction of paying the rent and issuing the receipt in that behalf were to occur in Siliguri itself.

Section 177 Cr.P.C. directs that every offence has to be ordinarily enquired into and tried by a Court within whose local jurisdiction it was committed. There could be certain exceptions to the general rule of trial or enquiry of an offence by the Court where it had occurred are also pointed out by other provisions of the same Chapter-XIII of Cr.P.C. and none of those provisions including the one which may be cited as an example, i.e., 181(4) Cr.P.C., appears applicable to the set of facts of the present case.



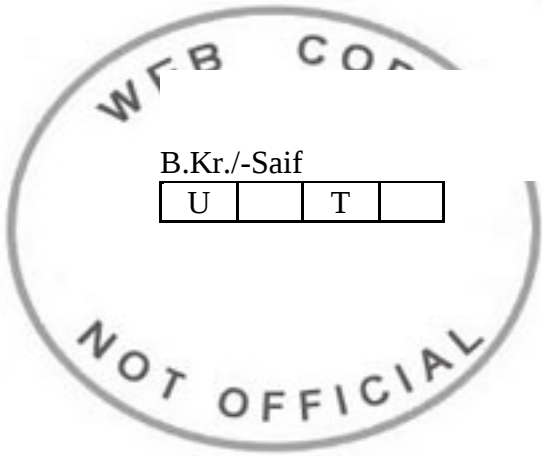
Any offence of criminal misappropriation or criminal breach of trust may be enquired into or tried by a Court within whose local jurisdiction the offence was committed or any part of the property, which was the subject matter of the offence was received or retained or was required to be returned or to be accounted for by the accused person. Here the whole transaction had taken place at Siliguri. Rent was paid at Siliguri and the receipt was also to be issued at Siliguri. There was no other transaction which could have completed the commission of the offence, if at all it had been committed.

By order dated 09.08.2010, the Judicial Magistrate, Ist Class, Katihar had passed an order of summoning holding that prima facie an offence under Section 418 IPC was made out. The Court has not gone into the question as to what offence was made out and where it was committed. It has confined its consideration only to the jurisdiction of the Court at Katihar and on considering the relevant provisions of the Cr.P.C. as cited above, it is clear that the Court at Katihar did not have the jurisdiction to enquire into the truthfulness of the complaint petition and then to go on to try the offence.

In the light of the above observations, the proceedings of Complaint Petition No.46 of 2008 are hereby quashed for reasons

just pointed out. The petition is allowed.

(Dharnidhar Jha, J)



B.Kr./-Saif

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