

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.29396 of 2016

Arising Out of PS.Case No. -154 Year- 2016 Thana -KUDRA District- BHABHUA (KAIMUR)

Manoj Sah Son of Teju Sah, Resident of Village- Bel-Bhadra, P.S.- Kudra,
District- Kaimur.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Bihar State Food and Civil Supplies Corporation Ltd., Kaimur (Bhabua).

.... Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Viveka Nand Singh, Advocate.
For the Opposite Party No. 2 : Mr. Aishwarya Riti, Advocate.
For the State : Mr. APP

CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR
MANDAL
ORAL ORDER

2 02-09-2016 Heard the parties.

The petitioner is the rice meal owner. Certain quantity of paddy was supplied for preparing custom milled rice (CMR). As the petitioner defaulted in supplying the CMR, the present Kudra P.S. Case No. 154 of 2016 has been lodged under Sections 409 and 420 of the Indian Penal Code. He seeks anticipatory bail.

In nutshell, the allegation is that 11460/- quintals of paddy was supplied to the petitioner for preparing CMR. Petitioner was required to deposit 7678 quintals of CMR. The petitioner only deposited 3504 quintals of CMR. The remaining 4173.87 quintals of CMR was not supplied. The loss sustained by the Corporation has been quantified at Rs. 10,20,8,168/-.

Contention of the petitioner is that under the agreement, the Corporation was required to lift the CMR within time. They



defaulted in doing so. The transportation charge was also to be adjusted which has not been done. The loss of CMR occurred on the fault of the Corporation. The quantification of the loss as alleged in the FIR is also not corroborated. The petitioner is required to pay, even according to FIR, 4173.87 quintals of rice in place of 4713.87 quintals. It is stated that to obtain the privilege of bail, the petitioner is willing to deposit certain percentage of the loss quantified in the First Information Report as condition of bail. On such condition, several persons carrying identical allegations have been released on anticipatory bail.

Learned counsel for the Corporation, on the other hand, submits that in a case where the accused was released only upon payment of Rs. 25 percent of the defalcated amount, the matter has been raised before the Hon'ble Supreme Court and an order of stay has been passed. The petitioner may be directed to pay the entire defaulted amount in order to get the privilege of anticipatory bail.

Be that as it may, considering the submission of the petitioner and the fact that several other accused persons have been granted privilege of anticipatory bail on conditions of payment of certain percentage of the defalcated amount, I am inclined to grant him the same privilege. Let the petitioner, in the event of arrest or surrender within a period of four weeks shall be

released **provisionally on bail for the period of five months** on furnishing bail bonds of Rs, 10,000 (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Chief Judicial Magistrate, Kaimur at Bhabhua in connection with Kudra P.S. Case No. 154 of 2016 subject to the conditions as laid down under sections 438(2) Cr. P. C.

(i) Along with the bail bond(s) the petitioner shall produce Bank Draft in favour of Corporation or the District Manager of the Corporation which amount shall be 20 % of the defalcated amount as reflected in the First Information Report.

(ii) Before expiry of the said period of provisional bail, the petitioner shall approach the Court below and produce payment of another 10 % of the defalcated amount as reflected in the First Information Report with the Corporation or the office of the informant whereafter the provisional bail shall be confirmed by the learned Court below.

(ii) One of the bailors shall be the own/close family member of the petitioner.

(Kishore Kumar Mandal, J)

Prakash/-

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