

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.57580 of 2015

Arising Out of PS.Case No. -116 Year- 2015 Thana -DIGHALBANK District- KISANGANJ

1. Margub Alam @ Margab Alam @ Maragub Alam Son of Late Md. Lateef

2. Tanjima Begum @ Tanjuma Begum Wife of Margub Alam
Both R/o Village-Kudhaili, P.S. Dighalbank, District-Kishanganj

.... Petitioner/s

Versus

1. The State of Bihar
2. Sundar Singh S/o- Madan Singh, Triumph Legal, 202 Nilgiri Apartment,
9 Barakhamba Rd. New Delhi 110001 authorized representative of
Reliance Life Insurance Company Ltd. Regional Office, 1st Floor
Mangalam Motors, Kishanganj. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Amal Kumar Sinha

For the Opposite Party/s : Mr. B.M.P.Sinha (App)

For the Informant Mr. Pallavi Trivedi, Adv.

CORAM: HONOURABLE JUSTICE SMT. ANJANA MISHRA
ORAL ORDER

6 09-08-2016 Heard learned counsel for the petitioners and learned
counsel appearing on behalf of the State.

Petitioners apprehend their arrest in connection with
Dighalbank P.S. Case No. 116 of 2015 for the offences
registered under Sections 405, 406, 415, 416, 417, 419, 420,
463, 464, 468, 471, 120B and 506/34 of the Indian Penal Code.

Learned counsel for the petitioners submits that the
petitioner no. 1 had taken a policy from the Reliance Life
Insurance company and had deposited premium between the
years, 2008-2011. Thereafter, due to certain exigencies, he could
not continue to deposit the same. After some time, when the
petitioners wanted to take back the money, the agent took some



signatures and fingerprints, whereafter an amount of Rs. 30,123/- was deposited in the account. The allegation as made out in the present FIR is that the petitioners had received a death claim though the petitioner no. 1 was very much alive and the death certificate alleged to have been filed by petitioner no. 2, was found to be a forged document.

Learned counsel for the Insurance Company submits that the petitioners have played a fraud on the Company by filing death claim in the year 2015 and has taken back the paid up value though he was not entitled to receive the same as the petitioner no. 1 was very much alive.

After hearing learned counsel for the petitioners and learned counsel for the Insurance Company, I find that prima facie the petitioners being illiterate villagers, have been manipulated so as to implicate them in the present occurrence. It further appears that the petitioners were not aware of the terms and conditions of the policy and only for the purpose of retrieving the money, she had put her signature which led to the present case.

In view of such facts and circumstances and also because the amount involved is Rs. 30,123/-, let the petitioner deposit a sum of Rs. 15,000/- in the court below which shall be subject to the result of the present case. In the event of the deposit of such amount, let the petitioners, above named, in the event of their

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, be released on bail on furnishing bail bonds of Rs.10,000/- (Ten thousand) each with two sureties of the like amount each to the satisfaction of Chief Judicial Magistrate, Kishanganj in connection with Dighalbank P.S. Case No. 116 of 2015, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

(Anjana Mishra, J)

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