

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.646 of 2016

Arising Out of PS.Case No. -119 Year- 2015 Thana -KHAJEKALLAN District- PATNA

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Balram Kumar Son of Late Srinarayan, Resident of Village - Mogalpur
Durukhi, P.S. Khajekalan, District - Patna.

.... Petitioner

Versus

The State of Bihar

.... Opposite Party

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Appearance :

For the Petitioner/s : Mr. Bindeshwar Prasad Singh, Advocate

For the Opposite Party/s : Mr. Jitendra Kr.Singh, APP

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CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH
ORAL ORDER

2 11-01-2016 Heard learned counsel for the petitioner and learned
counsel for the State.

The petitioner seeks pre-arrest bail in connection with
Khajekalan P. S. Case No. 119 of 2015 registered under Sections
420,467,468,469,477(A) and 379 of the Indian Penal Code.

It is contended that it is wrong to say that the petitioner
has stolen labour license and electric license of the informant and
by preparing forged document in the name of the informant's firm
opened bank account and encashed the payment of contract. It is
also submitted that the petitioner has started business of M/s
Recon Electrical and Engineering, Patna. On the basis of an
agreement arrived at between parties on 17.11.2010. The said

agreement has been brought on record and marked as Annexure- 2 to the present application.

Clause 4 of the said agreement reads as under:-

“That the SECOND PARTY accepted the proposal by ALI IMAM to be attorney they mutually agreed upon the following terms and Conditions.

- a) All the powers & responsibilities of SECOND PARTY will be effective from the date of execution of this agreement only.
- b) FIRST PARTY will provide all necessary documents, what soever it may be, to SECOND PARTY for execution of powers given to him.
- c) SECOND PARTY will have all powers as attorney of FIRST PARTY what soever it may be deal with the existing parties of the business which may require for its smooth running.
- d) SECOND PARTY may also deal with new parties for expansion of business and will have all powers as attorney of FIRST PARTY which may requires in such dealing.
- e) FIRST PARTY agreed to give all powers to SECOND PARTY as his attorney whatsoever it may be, which may require to deal with existing Bankers of the business and also may open & run new bank account if so required for smooth running of the business on this behalf as Attorney and make all transactions thereof.
- f) To appoint any counsel, lawyer/solicitor or agent to conduct, prosecute or defend on count or outside court or before any authority or officer



any such claims and actions by or against us and to remove them as our said attorney may consider till or proper to compromise any such disputes, claims and actions or to refer them to arbitration and to take proceedings for fillings in court any such compromise or award or for execution and releasing sums and for the purpose aforesaid or any of them to sign on our behalf and in our name and any all petitions deeds or documents as may be necessary and also to appoint and remove as its pleasure any substitute for or agent under it in respect of all any of the matters aforesaid upon terms as our said attorney shall think fit and generally to act in relation to the above as fully and effectually in all respects as we ourselves could do.

- g) To execute and sign all such Deeds, Contractor and generally to do all lawful acts necessary for the above mentioned purpose and matters.”

Referring to sub-Clause (e) of Clause 4, learned counsel for the petitioner has submitted that the informant has agreed to give all powers to the second party as his attorney whatsoever it may be, which may be required to deal with existing Bankers of the business and the petitioner has also been authorized to open and run new bank account, if so required for smooth running of the business on behalf of the firm of M/s Recon Electrical and Engineering, Patna. It is further contended that the petitioner has

got no criminal antecedent and he is not likely to abscond or tamper with the evidence, if he is released on bail.

Learned counsel for the State has opposed the application for grant of anticipatory bail to the petitioner.

Regard being had to the facts and circumstances of the case, in the event of arrest or surrender before the court below within six weeks from today, the petitioner named above is directed to be released on bail on furnishing bail bond of Rs.10,000/- (Rupees ten thousand) with two sureties of the like amount each to the satisfaction of learned SDJM, Patna City, Patna in Khajekalan P. S. Case No. 119 of 2015, subject to the conditions as laid down under Section 438 (2) of the Code of Criminal Procedure.

(Ashwani Kumar Singh, J.)

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