

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

M.Cr.C. No.2708 OF 2016

Aaditya Bhoi S/o Shri Chaturbhuj Bhoi, aged about 24 years, R/o Village Pipalimal, P.S. & Tahsil Belpahad, Distt. Jharsuguda, Civil and Revenue Distt. Jharsuguda (Odisha)

... Applicant

Versus

State of Chhattisgarh, through Police Station Chakardhan Nagar, Raigarh, Distt Raigarh (C.G.)

... Non-applicant

For Applicant	:	Mr. M. K. Sinha, Advocate
For Non-applicant/State	:	Mr. Adhiraj Surana, Dy. GA

Hon'ble Shri Justice P. Sam Koshy

Order on Board

09/06/2016

1. This is the first bail application filed under Section 439 of CrPC for grant of bail to Applicant, who has been arrested on 19.1.2016 in connection with Crime No.30/2016 registered at Police Station Chakardhar Nagar, District Raigarh, for the offence punishable under Sections 420 and 407 of the IPC.
2. As per the prosecution case, the complainant Rakesh Agrawal is said to have entered into the agreement with the present applicant and the co-accused Makardhwaj Barik of providing a hiwa truck belonging to the complainant on monthly rental basis. Subsequently, it is stated that the present applicant defaulted the agreement entered on monthly rental basis and at later stage, the present applicant has sold the said truck to the scrap dealer and since the sale consideration from the scrap dealers was not paid to the complainant, he has lodged a criminal case against

the present applicant and the co-accused for the offence punishable under Sections 420 & 407 of the IPC.

3. Counsel for the applicant submits that the nature of dispute as alleged by the complainant would reflect that it is more in the nature of a civil dispute than being a criminal offence. According to Counsel for the applicant, there are more than one agreement entered into between the complainant and the present applicant and the other co-accused persons both in respect of providing hiwa truck on rental consideration and also later on for sale consideration after being sold to the scrap dealer. Counsel for the applicant further submits that if there is a breach of the agreement, the complainant had appropriate remedies for initiating proceedings for recovery of money and the criminal case would not had been the solution. He further submits that in any case, the present applicant has remained in jail for a period of about 6 months, therefore, taking into consideration the period of custody also, he may be released on bail.

4. State counsel opposes the bail application on the ground that another co-accused Makardhwaj Barik is till absconding and the present applicant may also after being released on bail absconded and, therefore, the present applicant may not be released on bail.

5. Considering the total facts and circumstances of the present case particularly the different agreement entered into between the complainant and the present applicant and the co-accused and also taking note of the period of custody undergone by the present applicant, this Court is of the view that it is a fit case where the Applicant can be released on bail.

6. Accordingly, the application for grant of bail is allowed. It is directed that in case the Applicant furnishes a personal bond for a sum of **Rs. 20,000/- with one surety** of the like amount to the satisfaction of the

concerned Trial Court then he shall be released on bail on the following further conditions:-

- (i) that the Applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him/her from disclosing such facts to the Court or to any police officer;
- (ii) that the Applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
- (iii) that the Applicant shall appear before the Trial Court on each and every date given to him by the said Court till disposal of the trial.

Sd/-

(P. Sam Koshy)
V. Judge

/Nirala/