

HIGH COURT OF CHHATTISGARH AT BILASPUR

M.Cr.C.(A) No. 470 /2016

Narayan Pandey, S/o. Gaibinath Pandey, Aged About 37 Years, R/o.
Village Kudekela, Police Station Chhal, District Raigarh, Chhattisgarh.

---- Applicant

Versus

State Of Chhattisgarh, Through Station House Officer, Police Station City
Kotwali, District Raigarh, Chhattisgarh

---- Respondent

For Applicant : Mr. Awadh Tripathi, Advocate.
For Respondent : Mr. Anant Bajpai, Panel Lawyer.

Hon'ble Shri Justice Goutam Bhaduri

Order On Board

16/06/2016

1. Apprehending arrest in connection with Crime No.148/2016 registered at Police Station- City Kotwali, Raigarh, District Raigarh (C.G.) for the offence punishable under Section 406 of Indian Penal Code, the applicant has preferred this application under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail.
2. As per the prosecution case, a complaint was made by one Abhinandan that he was having a vehicle bearing No.CG 13 LA 3361 which was given on lease to ply to the present applicant on 06.02.2015 and subsequently the applicant had further given it for plying to one Madan Verma. It is alleged that the applicant has not paid the monthly rent to the complainant and thereby a breach of trust has been committed.
3. Learned counsel for the applicant would submit that admittedly the vehicle was given to ply to the applicant on monthly rent of Rs.22,100/- and the applicant could not ply the vehicle and as such it was given to Madan Verma for a rent of Rs.32,000/- per month; however, Madan Verma did not returned the vehicle after the

contractual period and, as such, the complaint was filed against Madan Verma before the Sub Divisional Judicial Magistrate, Rourkela (Annexure A-5). He therefore submits that under the facts and circumstances of the case, no breach of trust is made out against this applicant, therefore, he may be enlarged on bail.

4. Per contra, learned State counsel opposes the prayer for grant of anticipatory bail.
5. Perused the case diary. The case diary contains an agreement which purports that the vehicle was given by complainant to this present applicant to ply the same, however, the rent was not being paid and the complainant who was required to pay the installments in the Bank had therefore filed the complaint. Taking into the facts and circumstances of the case, it appears *prima facie* that the dispute is of civil nature *inter se* between the complainant and the applicant, therefore, I find that it is a fit case to extend the benefit of anticipatory bail to the applicant.
6. Accordingly, the anticipatory bail application is allowed and it is directed that in the event of arrest of the applicant in connection with the aforesaid offence, he shall be released on bail by the officer arresting him on furnishing a personal bond to a sum of Rs.25,000/- with one surety in the like sum to the satisfaction of the concerned Investigating Officer. The applicant shall also abide by the following conditions :
 - (i) that the applicant shall make himself available for interrogation before the investigating officer as and when required;
 - (ii) 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;

- (iii) that the applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and
- (iv) 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.

Certified copy as per rules.

Sd/-
(Goutam Bhaduri)
Judge

Ashok