

HIGH COURT OF CHHATTISGARH AT BILASPUR

M.Cr.C.(A) No. 47 /2016

Mohan Kumar Pandey, S/o. Shri Jagdish Prasad, Aged About 40 Years,
Occupation Business, Proprietor Noopur Tractors, Bypass Chowk, Sakri,
Police Station Chakarbhata, Tehsil Takhatpur, District Bilaspur,
Chhattisgarh.

---- Applicant

Versus

1. State Of Chhattisgarh, Through Station House Officer, Police Station Kota, District Bilaspur, Chhattisgarh.
2. Sudhakar Dubey, S/o. Shri Umashankar Dubey, Aged About 41 Years, Proprietor, Chhattisgarh Sales, Opposite Agrawal Saw Mill, Bilaspur Road, Kota, Police Station Kota, District Bilaspur, Chhattisgarh.

---- Respondent

For Applicant	:	Mr. R.S.Marhas, Advocate
For Respondent No.1	:	Mr. Anupam Dubey, Dy. Govt. Advocate
For Respondent No.2	:	Mr. Ishwar Jaiswal, Advocate

Hon'ble Shri Justice Goutam Bhaduri

Order On Board

29/03/2016

1. Apprehending arrest in connection with Crime No.317 of 2015 registered at Police Station- Kota, District Bilaspur (C.G.) for the offence punishable under Section 420, 467, 468 & 471 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 case was filed by the Respondent No.2 Sudhakar Dubey that he is running an agency under the name & style Chhattisgarh Sales at Kota and was stockist of Mahindra Gujarat Tractor Limited and it was stated that the applicant had purchased a Tractor of Mahindra on 28.02.2014 of model known as "Shaktiman" 30 MX for which Form No.22 was

not issued by the manufacturing company. It was stated that an agreement was also executed by the applicant with the complainant that up-till the payment is made full and final then only the registration of the Tractor can be done on the basis of Form No.22 issued by the company but the applicant in breach of the agreement sold the Tractor "Shaktiman" 30 MX to one Shrawan Kumar and got it registered on the basis of fake Form No.22. The said Form No.22 was not issued by the manufacturing company i.e. Mahindra & Mahindra Company and as such fabricated document of Form No.22 was used to get registration of the Tractor.

3. Learned counsel for the applicant would submit that the applicant was in business of transaction with the complainant and during course of time several Tractors were purchased and sold as he was the agent and stockist of the Tractor. It is further submitted that the applicant had obtained different Tractors and sold it over a period of time and since there has been some dispute over the payment, the false allegations have been leveled against the applicant. It is further submitted that initially when the report was made to the concerned police, the investigation was carried out and it was found that it was a completely of civil transaction, consequently no cognizance was taken. However, the cognizance was taken on the basis of the complaint filed wherein the direction was made by the Judicial Magistrate to register FIR under Section 156(3) of Cr.P.C. He therefore submits that the said transaction is completely civil in nature and in order to make recovery or settle the accounts, the false report has been made.
4. Per contra, learned State counsel and learned counsel for the Objector opposes the prayer for grant of anticipatory bail and submit that the applicant got the Tractor registered by fabricating Form No.22 which is only to be issued by the manufacturing

company and in this case the manufacturing company Mahindra & Mahindra had not issued such Form No.22.

5. Perused the case diary and the documents. The case diary also contains the statement and initial report of Sudhakar Dubey, the complainant, wherein it is stated that certain cheques were given which were kept by the applicant. On perusal of the statement of the complainant, it shows that the applicant was a dealer to the stockist i.e. the company for sale of the Tractor and number of Tractors were sold to the applicant. Considering the nature of transaction in between the parties and the Form No.22 which was stated to be sent to the complainant Chhattisgarh Sales, it appears that the transactions are civil nature and monetary transaction and dispute exists between the parties. Considering the facts in it's entirety and business relation interse between the parties over long period of time, I am inclined to release the applicant on anticipatory bail.
6. Accordingly, the anticipatory bail application is allowed.
7. 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