

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.5489 of 2017

Arising Out of PS.Case No. -17 Year- 2016 Thana -RAUTRA District- KATIHAR

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Kshitij Kumar Gaurav, Son of Late Ramanand Jha, R/o Village- Tamaur
(Chandmari), P.S.- Dagarua, District- Purnea.

.... Petitioner/s

Versus

The State of Bihar.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Dr. Bidhu Ranjan

For the Opposite Party/s : Mr. Md. Arif

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CORAM: HONOURABLE MR. JUSTICE SANJAY KUMAR
ORAL ORDER

2 08-02-2017 Heard both sides.

The petitioner apprehending his arrest in connection with Rautara P.S. Case No. 17 of 2016 registered under Sections 406, 420 of the Indian Penal Code has approached this Court for grant of anticipatory bail.

The informant in his written report submitted before the police has stated that he established a Petrol Pump namely, M/s Pragati Fuel Centre. The petitioner contacted the informant to run the petrol pump on lease for which a lease agreement was executed by both the parties on 25.05.2014. As per agreement, the petitioner had to pay a sum of Rs. 22 lacs out of which the petitioner paid an amount of Rs. 1 lac at the time of execution of lease deed and also Rs. 10 lacs on 02.07.2014. This petitioner



agreed to pay balance Rs. 11 lacs by 20.02.2015. This petitioner, in spite of repeated demand did not pay the balance amount and thereby cheated the informant. A sanha to this effect was also lodged with the police station. The petrol pump was, subsequently, inspected by the company and the operation of the petrol pump was stopped and thereby a loss to the tune of Rs. 9 lacs caused to the informant.

Learned counsel for the petitioner submitted that as per the agreement, any dispute occurring in future was to be decided by a Competent Court to resolve the dispute. The contract was based on the written agreement and no criminal offence is made out against the petitioner.

Learned APP, on the other hand, opposed the prayer.

The petitioner, admittedly, run the petrol pump on the basis of agreement which was executed by both the party. The agreement stipulates that any dispute would be resolved by the Competent Court.

Considering the nature of dispute between the parties, bail prayer of the petitioner is allowed and the petitioner (Kshitij Kumar Gaurav) in the event of arrest/surrender within four weeks from today is directed to be released on bail on furnishing bail bonds of Rs. 10,000/- with two sureties of the like



amount each to the satisfaction of learned Chief Judicial Magistrate, Katihar in connection with Rautara P.S. Case No. 17 of 2016 subject to the condition as laid down under Section 438(2), the code of Criminal Procedure.

(Sanjay Kumar, J)

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