

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.25646 of 2017

Arising Out of PS.Case No. -579 Year- 2016 Thana -PATNA COMPLAINT CASE District-
PATNA

- =====
1. Priti Kumar, W/o Mr. Mukesh Kumar, residence of Quarter No.- D1-200, Refinery Town Ship, Begusarai, Bihar at present Director of Nandani Technomart Solution Pvt. Ltd., G-1, AB Bihar Complex, Near- Pushp Bihar Apartment, P.S.- Gandhi Maidan, District and Town, Patna, Pin- 800001 (Bihar).
 2. Abhay Kumar Sinha, son of Late Vishambhar Prasad Verma, residence of Adarsh Nagar, New Colony, P.O.- Ulao, P.S.- Ulao, Dist- Begusarai, Pin- 851134 (Bihar).

.... Petitioner/s

Versus

1. The State of Bihar.
2. Rahul Raushan, S/o Anjani Kumar Sinha, Director, Puja Techno and Infrastructure Private Limited, E 3/4 Floor, 1-A Purnendu Nagar, P.O.- Anishabad, Police Station- Gardanibagh, Town- Patna, District- Patna- Pin- 800002 (Bihar).

.... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. N. K. Agrawal, Sr. Adv. Mr. Sanjeet Kumar
For the State	:	Mr. Uday Pratap Singh
For the complainant	:	Ms. Reena Sinha

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**CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI
SHARAN SINGH
ORAL ORDER**

2 10-07-2017 Heard learned Senior Counsel for the

petitioners, learned Counsel representing the complainant
and learned Additional Public Prosecutor appearing on
behalf of the State of Bihar.

This application, for grant of anticipatory bail,
arises out of Complaint Case No. 579 (c) of 2016, disclosing
offences under Section 406 of the Indian Penal Code.



The petitioners had taken, on contract, some work to be done for Reliance Corporate I. T. Park. The work was, admittedly, sub-contracted to the complainant.

It is the grievance of the complainant that he had executed the work as per the agreement of sub-contract between the petitioners and the complainant and the petitioners received the amount from the Reliance Corporate I. T. Park, but the petitioners did not pay the same to the complainant in terms of the agreement of sub-contract.

Learned Senior Counsel appearing on behalf of the petitioners has submitted that the agreement has arbitration clause, which the complainant could have availed. According to him, no offence under Section 406 or 420 of the Indian Penal Code is made out. He has also submitted that with similar allegation, the complainant had earlier filed complaint petition in respect of the same agreement. Learned Counsel appearing on behalf of the complainant, on the other hand, while opposing the prayer for anticipatory bail, has submitted that the conduct of the petitioners in not making payment of the amount which they received from Reliance Corporate I. T. Park constitutes criminal breach of trust within the meaning of Section 405 of the Indian Penal Code and, therefore, they do not



deserve privilege of anticipatory bail.

Be that as it may, considering the civil nature of dispute between the petitioners and the complainant, this application is allowed.

Let the petitioners, namely, Priti Kumar and Abhay Kumar Sinha, in the event of their arrest or surrender before the Court below within six weeks, be released on bail on furnishing bail bonds of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of Sri Pravin Kumar Singh, Judicial Magistrate, 1st Class, Patna, in connection with Complaint Case No. 579 (C) of 2016, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

This is subject to the condition that the petitioners shall present themselves before the Court, as and when required and in the event of failure on their part to appear before the Court on two consecutive occasions, their bail bonds shall be liable to be cancelled.

(Chakradhari Sharan Singh, J.)

Prabhakar Anand/-

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