

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.41373 of 2014

Arising Out of PS.Case No. -3446 Year- 2011 Thana -PURNIA COMPLAINT CASE District-
PURNIA

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Kamesh Goyal, S/o - Late Gopal Jain, The Then CEO Bajaj Allianz Life Insurance Company Ltd. Having Its Registered Office at GE Plaza, Airport Road, Yerawada, Pune 411006

.... Petitioner/s

Versus

1. The State of Bihar
2. Dr. Dev Narayan Bhagat, S/o - Late Yamuna Bhagat, resident of Nav Bharat Hospital Line Bazar, P.S. - K. Hat, Distt. - Purnea.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ansul, Adv.

For the Opposite Party no.1 : Mrs. Asha Devi, APP

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

ORAL JUDGMENT

Date: 09-10-2017

Heard learned counsel for the petitioner and learned APP for the State. Although the complainant-opposite party no.2 has appeared through his advocate of this Court, but no one appears to represent him at this stage.

The petitioner is seeking quashing of the order dated 17.09.2012 passed in C.A. No.3446 of 2011 by Sri Sandeep Singh, learned Judicial Magistrate-1st Class, Purnea by which he has taken cognizance of the offences punishable under Sections 406, 420 and 120B of the Indian Penal Code and decided to issue summons against the petitioner.

Learned counsel for the petitioner, at the outset,



submits that the complaint case was filed by the opposite party no.2 being aggrieved by non-settlement of his claims under the policies bearing no.0092045643 and policy no.0100922022 under two different plans namely Bajaj Allianz New Unit Gain Easy Pension Plus SP(M) Premium Paying Term Single and Bajaj Allianz New Unit Gain Easy Pension Plus SP(M) Premium Paying Term Single respectively. He submits that both these policies were taken by the opposite party no.2 through his wife who was acting as an insurance agent with this very company, but the opposite party no.2 misunderstood the terms and conditions of the policies. Be that as it may, this being the grievance of a personal nature the same has already been settled outside the Court and the opposite party no.2 has in fact executed an agreement dated 25th April, 2013 (Annexure-7) in which he accepted a sum of Rs.6 lacs in full and final settlement of all his claims under the different policies. Learned counsel has drawn my attention towards the copies of the cheques enclosed as Annexure-8 and also a certified copy of the application filed by the opposite party no.2 in the court of learned Judicial Magistrate-1st Class, Purnea on 10.12.2013 stating therein that now he has no grievance left for adjudication between the parties. He has also stated that the matter has been settled fully and finally and no coercive step is required to be taken against the accused persons.



The opposite party no.2 has not appeared to oppose the present application which further strengthened the submission of the learned counsel for the petitioner that he has no longer any grievance.

This being the position taking note of the fact that grievance of the opposite party no.2 was purely in the nature of a personal grievance which has already been settled, the Court is inclined to set aside the order taking cognizance and issuance of summons against the present petitioner. The impugned order is set aside so far as it relates to the petitioner.

The application stands allowed to the extent indicated above.

(Rajeev Ranjan Prasad, J)

Arvind/-

AFR/NAFR	
CAV DATE	
Uploading Date	10.10.2017
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