

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.49698 of 2016

Arising Out of PS.Case No. -208 Year- 2016 Thana -KHAZANIHAT District- PURNIA

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Tulsi Kumar s/o Lakhendra Sahani Resident of vill- Chitrawani Road,
Bhatta Bazar, P.S Khajanchi Hat (K.Hat) District - Purnea

.... Petitioner/s

Versus

The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Rishikesh Ojha, Adv.

For the Opposite Party/s : Mrs. Nirmala Kumari, APP

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR
JHA
ORAL ORDER

3 16-01-2017 Heard both sides.

The petitioner apprehends his arrest in K. Hat P.S.
Case No. 208/2016, registered for the offences punishable under
Section 406 and other sections of the Indian Penal Code and
Section 138 of the Negotiable Instruments Act.

The informant alleged that he entered into an
agreement with Tulsi Kumar (petitioner) who engaged in
preparation of Aadhar Card. On the basis of the agreement the
informant deposited Rs. 3,30,000/- as security money and began to
prepare Aadhar Card. It is alleged that there was an agreement to
give share in the benefit of the business. In the month of August,
2015 Rs. 1,60,000/- was paid and it was agreed that after rendition
of accounts, the payment shall be made to the informant.



According to the informant, Rs. 4,60,000/- was earned, but no payment was made to the informant. The petitioner issued a cheque of Rs. 1,40,000/- in lieu of payment towards the income from the business, but the cheque was not honoured.

Learned counsel for the petitioner submits that there is an agreement between the petitioner and the informant. A copy of the agreement is at annexure-2. The agreement says that per preparation of Aadhar Card Rs. 18/- was paid to the service provider (the informant). The informant had to deposit Rs. 3,30,000/- as security money. Section 3.6 of the agreement says that any loss or damage caused to the claimed material etc. provided by the client due to mishandling by the service-provider or the staff of the service-provider, the cost of which shall be recovered from the service provider (informant). The petitioner of course issued a cheque, but the petitioner again sent a letter to the bank for stoppage of payment. Dispute arose on account of violation of terms and conditions of the agreement.

Considering the facts aforesaid, the petitioner above-named, in the event of his arrest or surrender before the court below within a period of four weeks from the date of receipt/production of a copy of this order, is directed to be enlarged on bail on furnishing bail bond of Rs. 10,000/- (Ten



thousand) with two sureties of the like amount each to the satisfaction of Chief Judicial Magistrate, Purnea in connection with K. Hat P.S. Case No. 208/2016, subject to the conditions as laid down under Section 438(2) of the Cr. P.C.

(Prabhat Kumar Jha, J.)

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