

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.13176 of 2014

Arising Out of PS.Case No. -828 Year- 2013 Thana -ROHTAS COMPLAINT CASE District-
SASARAM (ROHTAS)

=====

Ajju C.S. Sindolli @ Ajju Son of Somshekhar Sindolli Resident of Godwin House,
House No. 527, Santa Cruze, Cruzeera Tal- Illhas, P.S. - Panjim, District - Panjim,
Goa

.... Petitioner/s

Versus

1. The State Of Bihar
2. Guru Karan Singh Son of Bhupinder Pal Singh Resident of Village - Karma, P.S.
- Bikramganj, District - Rohtas, at present residing at A -1, Janakpuri, P.S. -
Janakpuri, New Delhi

.... Opposite Party/s

=====

Appearance :

For the Petitioner/s	:	Ms. Soni Shrivastava Mr. Ravi Bhardwaj, Adv
For the State	:	Mr. Pradip Nr. Kumar, APP

=====

CORAM: HONOURABLE MR. JUSTICE SANJAY KUMAR

ORAL JUDGMENT

Date: 03-08-2017

This Cr. Misc. application under Sections 482 of the Cr.P.C.
has been filed to quash the order dated 16.01.2014 passed by the
learned J.M. 1st Class, Bikramganj, Rohtas in Complaint Case no.
828 of 2013 whereby and whereunder the petitioner was summoned
to face the trial for the offence under Sections 406 and 420 of the
I.P.C.

2. Heard both sides.

3. The facts, in brief, is that the petitioner being the Director of
the complainant's company namely, M/s White Lotus entered into an
agreement with Sayeed Salim and Mubashir Basir Sha for transfer of



land situated in Maharashtra and Rs. 92 lacs was paid. A settlement agreement was also executed on 23.09.2011 when the accuseds returned 27 lacs and Rs. 65 lacs remained due. The learned Magistrate, on the basis of materials on record, took cognizance and summoned the petitioner.

4. It has been submitted that neither the complainant nor the O.P. no. 2 or any of the accuseds who allegedly entered into an agreement are resident within the jurisdiction of the court below. The court below has erred in entertaining the complaint case of the O.P. no. 2. The land with respect to which the agreement in question was executed situates in Maharashtra/Goa. The complainant of this case is a resident of New Delhi and the petitioner of this case is resident of District-Panji (Goa) within the territory of Goa. The agreement, in question which is annexure-3 was also executed at Panji (Goa). There are several cuttings/interpolation in the figure mentioned in the complaint petition. The statement made in complaint petition as regards payment of money and outstanding dues are also contradictory. The complainant was noticed on his address given in the complaint petition as well as in agreement which could not be served on account of insufficient address. The case was posted for hearing at the risk of the petitioner.

5. The facts stated above clearly indicates that the court below



has no jurisdiction to entertain the case as the occurrence of agreement, alleged cheating and committing breach of trust had not occurred within the jurisdiction of the court below. The nature of dispute also appears to be of civil in nature. In such circumstance, the criminal prosecution of this petitioner would amount of abuse of the process of the Court and so the order taking cognizance is not sustainable in the eyes of law.

6. The order dated 16.01.2014 passed by the learned J.M. 1st Class, Bikramganj, Rohtas in Complaint Case no. 828 of 2013 is quashed and this Cr. Misc. application is allowed.

(Sanjay Kumar, J)

rohit/-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	10.08.2017
Transmission Date	10.08.2017

