

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.63290 of 2017

Arising Out of PS.Case No. -317 Year- 2016 Thana -AGAMKUAN District- PATNA

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1. UDAY PRATAP SINGH DEO @ UDAY PRATAP SINGH, S/o Ashok Kumar Singh Deo, R/o Ashok Kumar Singh Deo, 530, A/1 Sandalpur, Devi Asthan, Patna City, P.S.- Sultanganj, District- Patna- 800006.
- Petitioner/s

Versus

1. The State of Bihar
2. The General Manager, M/s Prema Motor Private Limited, Kumharar, Kankarbagh Main Road, P.S.-Agamkuan, District- Patna,
3. M/s Mahindra & Mahindra Finance Limited through its Division Manager, Plot NO.6, Behind Cimage College, Boring Road, Sri Krishnapuri, Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Arvind Kumar Sinha, Advocate

For the Opposite Party No.1:Mr. Anuj Kumar Srivastava, APP

For the Opposite Party No.2:Mr. Mayank Shekhar, Advocate

For the Opposite Party No.3:Mr. Shivendra Roy, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

6/ 11-04-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the Opposite Party Nos.2 and 3.

Petitioner apprehends his arrest in **Agamkuan P.S.**

Case No.317 of 2016 instituted for the offence under Section(s) 419, 420, 408, 467, 468, 471, 120-B Indian Penal Code.

It is alleged in the written report that the petitioner got financed a Car from Mahindra & Mahindra Finance after making payment of the margin money to the Dealer. Rest of the amount was financed by financier and amount was directly paid to



the Dealer. The petitioner got the booking cancelled and the entire financed amount, which should have gone back to the Finance Company, has been received by the petitioner in collusion with the staffs of the Dealer.

Counsel for the Informant has appeared and submitted that he has filed criminal case also against his staffs, who are in collusion with this petitioner and committed this act, causing loss of reputation of Dealer.

Counsel for the Mahindra & Mahindra Finance Company has also appeared. He has filed Counter Affidavit stating therein that till date total Rs.12,49,000/- is due with the petitioner with interest.

Counsel for the petitioner admits of receiving Rs.8,20,000/- of the Finance Company from the Dealer. He is ready to make payment of the aforesaid amount to the Finance Company in installments subject to final decision of the case.

In such circumstances, this application is disposed off with direction to the petitioner to surrender the Court below i.e. **Additional Chief Judicial Magistrate, Patna City**, in connection with **Agamkuan P.S. Case No.317 of 2016** within a period of four weeks from the date of receipt of a copy of this order along with receipt showing payment of first installment of



Rs.2,00,000/- (two lac) to the Finance Company through Demand Draft and, in that event, the Court below will release the petitioner on **provisional anticipatory bail for a period of four months** on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to its own satisfaction subject to the conditions as laid down under Section 438(2) Cr. P. C. with further conditions: (1) bailors should be local having sufficient immovable property within the jurisdiction of the court concerned, (2) petitioner shall cooperate in the trial and shall be present on each and every date fixed by the court and his absence on two consecutive dates without proper and reasonable reason will be liable to cancel his bail bond and (3) if petitioner tampers with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the petitioner.

Thereafter, the petitioner will make payment of the remaining amount into four equal installments by 15th of every month through Demand Draft in the name of the Finance Company. After making payment of entire amount i.e. Rs.8,20,000/- (eight lac twenty thousand), provisional bail of the petitioner will be confirmed.

In the event, petitioner makes default in making



payment of single installment, his provisional bail will be liable to be cancelled.

Counsel for the Informant and the Finance Company submits that petitioner is not staying at the address given in the bail petition.

Counsel for the petitioner has submitted that he is staying at the address given in the bail petition, which is correct. He has submitted that bail bond of the petitioner will be liable to be cancelled, if address of the petitioner is found to be incorrect.

This order, however, will not preclude the Finance Company i.e. Mahindra & Mahindra Finance from making necessary demand with regard to remaining amount of interest.

(Sanjay Priya, J)

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