

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.5282 of 2015

Arising Out of PS.Case No. -29704 Year- 2014 Thana -PATNA COMPLAINT CASE District-
PATNA

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Rajendra Deepa @ Rajinder Deepa, Proprietor M/S Deep Advertising(I,T.Division)
Son of Late Sohan Lal Rajdeo Resident of House No.-179,Sector 18-A,Chandigarh-
160018

.... Petitioner/s

Versus

1. The State of Bihar
2. Chandan Kumar Mehta, President Elite Education Society Son of Sant Dayal
Resident of House of Vijay Singh, Mohalla-Bhawar Pokhar, P.S-Pirbahore,Distt.-
Patna.

... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. L.B.Singh, Advocate.
Jail Prakashs Singh, Advocate.

For the Opposite Party/s : Mr. Md. Sufiyan, APP.

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CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR

ORAL JUDGMENT

Date: 04-01-2018

Heard learned counsel for the petitioner and learned
counsel for the State however, even after adjournment none appears
on behalf of the O.P. No. 2.

2. Petitioner seeks quashing of the cognizance order
dated 05.12.2014 passed by the Judicial Magistrate, 1st Class, Patna in
Complaint Case No. 29704(C) of 2014 thereby taking cognizance of
offence under Sections 406 and 420 of the Indian Penal Code and
issued summons to stand trial in the case.

3. The brief facts giving rise to the case is that
complainant-O.P. No. 2 filed a complaint that he entered into an



agreement with M/s Deep Advertising (I.T.Division) having its office at Chandigarh and was engaged by the company for doing Photography of voters of D.P.L. (designated photography location) merging of data with 001 form, distribution of EPICs (electoral Photo Identity Cards) of voters at the D. P.L. This agreement was entered into both sides on 21.08.2004. Subsequently, he started doing the work and did the work of worth Rs. 6,40,926/-, out of which only payment to the tune of Rs. 2, 30,850/- was paid and remaining amount remained unpaid, thereafter this case was lodged.

4. Learned counsel for the petitioner submits that there was a contract between both sides and by June, 2005 the work was completed and all payment made to the complainant. He submits that complainant filed this case after lapse of approximately ten years even the facts alleged in the complaint did not disclose any ingredient of the offence of cheating or criminal breach of trust. He submits that Clause 30 of the agreement deed stipulates that jurisdiction lies with the Patna Civil Court to any issue arising out of the agreement and it is purely a civil dispute so no criminal prosecution is warranted.

5. Learned counsel for the State submits that amount was not paid by the petitioner though there was a contract between the two.

6. Having considered the rival submissions and on



perusal of record, the Court finds that petitioner and the complainant entered into a contract and agreement signed by both the sides. The dispute relates to part payment of the money relating to work done by the complainant, so it is breach of contract. It is purely civil disputes as there is no any entrustment of any property or any dominion over the property given by the complainant to the accused and there is absence of element of deception at the very inception of entering into the contract, so the Court finds no *prima facie* case under Sections 406 and 420 being made out, as the dispute is purely of civil nature, so continuation of the criminal proceeding would be abuse of the process of the Court, hence the entire criminal proceeding inclusive of cognizance order dated 05.12.2014 passed by the Judicial Magistrate, 1st Class, Patna in Complaint Case No. 29704(C) of 2014 with respect to the petitioner only is hereby quashed.

7. The application stands allowed.

(Arun Kumar, J)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	09.01.2018
Transmission Date	09.01.2018

