

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.38867 of 2017

Arising Out of PS.Case No. -77 Year- 2017 Thana -SHAKURABAD District- JEHANABAD

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1. Suryadev Singh @ Surajdeo Singh, son of Sri Chandeshwar Singh,
resident of village- Badhauna, P.S.- Sakurabad, District- Jehanabad.

.... Petitioner/s

Versus

1. The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ansul, Advocate

For the Opposite Party/s : Mr. Manish Kumar 2, APP

For the BSFC : Mr. Shailendra Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA
ORAL ORDER

16/ 15-01-2018

Heard learned counsel for the petitioner and learned

APP for the State as well as counsel for the BSFC.

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

Case No.77 of 2017 instituted for the offence under Section(s)
406, 409, 420, 120-B Indian Penal Code and Section 7 of the EC
Act.

It is alleged in the written report that upon
conducting enquiry of Sesamba PACS and Ratni Faridpur PACS
in pursuance of direction, total 2608.23 quintals of rice
equivalent to 3892.88 quintals of paddy was found missing.
Matter was reported to the District Co-operative Officer and it
was clarified that Godown of Sesamba PACS and Ratni Faridpur
PACS are the same and headed by this petitioner.

It is further alleged that on 01.07.2017 in



furtherance of the direction of the Certificate Officer, godown/rice mill was found closed and it is alleged that petitioner has embezzled total Rs.67,48,491/-

Counsel for the petitioner has raised two points; firstly, he has stated that the petitioner has agreed to deposit remaining amount of CMR as per order dated 19.08.2017. Secondly, he has submitted that First Information Report has been lodged on 01.07.2017, whereas, last date for depositing the paddy was 31.07.2017. It is further submitted that prior to 31.07.2017, 430 quintals of CMR was deposited as per Annexure-4, but the same has not been accepted by the BSFC.

Counsel for the BSFC has submitted that he totally deny the deposit of 430 quintal CMR as per Annexure-4 because it is not signed by any appropriate authority and it does not contain proper *Challan* that CMR has been deposited. He has further submitted that there is policy decision that after cut off date i.e. 31.07.2017 no CMR can be accepted and, therefore, now, the BSFC is unable to accept CMR. Counsel for the BSFC has further submitted that BSFC is ready to accept Bank Guarantee in pursuance of the direction of Hon'ble Supreme Court for the amount of loss as alleged in the written report.

The petitioner has not denied anywhere about the



amount of CMR of the BSFC due with him.

Counsel for the BSFC has pointed out order dated 22.11.2017, wherein, petitioner had undertaken to furnish Bank Guarantee within a period of two weeks from that date but the same has not been filed as yet.

In such circumstances, this application is disposed of with direction to the petitioner to surrender before the **Chief Judicial Magistrate, Jehanabad**, in connection with **Shakurabad P.S. Case No.77 of 2017**, within a period of four weeks from the date of receipt of a copy of this order and furnish the Bank Guarantee for the amount of loss as mentioned in the written report and, in that event, the Court below, on being satisfied with the Bank Guarantee, will release the petitioner on anticipatory bail on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each 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 absence on two consecutive dates without proper and reasonable reason will automatically cancel bail bond of the petitioner 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.

It is made clear that if the petitioner does not furnish Bank Guarantee for the loss as alleged in the written report, the Court below will be at liberty to pass appropriate order in accordance with law without taking into consideration the aforesaid direction.

This application is, accordingly, disposed off.

(Sanjay Priya, J)

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