IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.2014 of 2018

Arising Out of PS. Case No.-857 Year-2017 Thana- BEGUSARAI COMPLAINT CASE District- Begusarai

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Gunjan Singh, Director, Legend Associated Engineering and Consultancy Services Pvt. Ltd. & Wife of Rajesh Kumar Singh @ Rajesh Singh, Resident of B-28, Chhatrasal Nagar, Phase-1, B.H.E.L. Bhopal, P.S.- Bhopal Town, District- Bhopal, (Madhya Pradesh).

... ... Petitioner/s

Versus

1. The State of Bihar.
2. Jaljeet Ahluwalia @ Jaljeet Singh Ahluwalia, Son of Late B.S. Ahluwalia, Proprietor of FIRST CAPITAL FINANCE, Resident of Dil Mohan Kaur Bagh, Ulao, P.S.- Mufassil (Singhaul O.P.), District- Begusarai (Bihar).

... ... Opposite Party/s

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Appearance :

For the Petitioner/s	: Mr. Jai Kishore Sharma, Advocate
For the Respondent No.2	: Mr. Ashish Giri, Advocate
	: Mr. Sandip Kumar Gautam, Advocate

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CORAM: HONOURABLE MR. JUSTICE S. KUMAR

ORAL ORDER

3 21-02-2018 Heard learned counsel for the petitioner and learned counsel for the State.

The petitioner seeks Anticipatory bail in connection with Complaint Case No. 857 of 2017 instituted under Sections 420 and 406 of the Indian Penal Code and also under Section 138 and 141 of the Negotiable Instrument Act4.

The complainant is Jaljeet Ahluwalia proprietor of M/s First Capital Finance who has filed complaint case in the Court of C.J.M., Begusarai against three accused persons. Accused No. 1 is Legend Associated Engineering and Consultancy Services Pvt. Ltd. Accused No. 2 is Rajesh Kumar Singh, Managing Director and accused No. 3 is Smt. Gunjan Singh (Petitioner) Director of said company. The agreement was executed between complainant and the accused company for appointment of complainant as Advisor and appointment letter was issued on 01.01.2014 executed between complainant and accused Nos. 1 and 2 and thereafter complainant started working as Financial Advisor of accused No. 1 for a lump sum salary of Rs. 50 lacs for a contractual period of 18 months. Interest free friendly loan of Rs 10 lacs was provided by the complainant to the accused Nos. 1 and 2 and complainant continued to serve accused company. On 01.02.2015 the repayment of loan became due but accused showed their inability to pay amount because of poor condition of the company and after 18 months when the contractual period came to end accused persons showed their inability to pay his consultancy fee of Rs. 50 lacs but agreed to pay interest of Rs. 30,000/- per month towards the loan amount of Rs. 10 lacs and interest of Rs. 1,20,000/- per month for the contractual salary of Rs. 50 lacs. On 15.02.2016 accused No. 2 handed over the cheuqe of Rs. 1,50,000/- as payment on interest and also gave a cheque of Rs. 50 lacs and Rs. 20 lacs but all above stated cheques when presented were dishonoured by the bank for insufficient fund and a legal notice was sent by the complainant to the accused and on their promise no action was taken and two fresh cheques were issued dated 24.04.2017 for Rs. 50 lacs and Rs. 10 lacs were issued by accused No. 2 and same was presented for encashment on 25.04.2017 but was again dishonoured and thereafter complaint case was filed for offence under Section 420 of IPC and 138 of N.I. Act read with 141 of the N.I. Act

It has been submitted on behalf of learned counsel for the petitioner that all agreements has been entered between the company and complainant through accused No. 2 and all correspondent has also been made by accused No. 2. The cheque in favour of complainant was also issued by accused No. 2 on behalf of the company and all dealings of company with complainant was made by the accused No. 2 and there was no role played by petitioner accused No. 3 in the business transaction entered between the complainant and accused Nos. 1 and 2. The vicarious liability under Section 141of the Act against the petitioner accused No. 3 has been fasten only because she is Director of the company. Only the person who was at the helm of affairs of the company and in charge of and responsible for the conduct of the business at the time of commission of an offence will be liable for criminal action under the Indian Penal Code or Negotiable Instrument Act.

The prayer for grant of anticipatory bail to petitioner was vehementaly opposed by Mr. Ashish Giri, counsel for the informant.

3. Considering the facts and circumstances of the present case and also in view of the fact that petitioner has been arrayed as accused in this case only because she is Director of the Company and had played no role in business transaction with complainant as such, prayer of Anticipatory bail of the petitioner is allowed and petitioner named above in the event of arrest or surrender before the court below within four weeks from today, the petitioner is directed to be released on bail on furnishing bail bond of Rs. 10,000/- (Rupees ten thousand) with two sureties of the like amount each to the satisfaction of the learned A.C.J.M.-IV, Begusarai, in connection with Complaint Case No. 857 of 2017.

(S. Kumar, J)

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