

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Criminal Miscellaneous No.5017 of 2018**

Arising Out of PS.Case No. -24923 Year- 2014 Thana -PATNA COMPLAINT CASE District-  
PATNA

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1. Navin Kumar Sinha, aged about 55 Years S/o Sri Kedar Prasad Sinha,  
R/v Habibpur, P.O.+P.S.- Sohsharai, Distt.- Nalanda.

2. Dharmendra Kumar, aged about 48 Years S/o Sri Ramdhani Prasad, R/v  
Nadha, P.O.- Kochehiyawna, P.S.- Hilsa, Distt.- Nalanda.

.... .... Petitioner/s

Versus

1. The State of Bihar.

2. Md. Nasimul Hoda S/o Late Badrul Doja, Permanent R/o Village-  
Maqsudpur, P.O.+P.S.- Aurai, District- Muzaffarpur, presently residing at  
304, Surya Vihar Apartment , Exhibition Road, P.S.- Gandhi Maidan,  
Distt.- Patna.

.... .... Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr.

For the Opposite Party/s : Mr.

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**CORAM: HONOURABLE MR. JUSTICE SANJAY PRIYA**  
**ORAL ORDER**

5      05-03-2018

Heard learned counsel for the petitioners and the State.

The petitioners apprehend arrest in connection with  
Complaint Case No. 24923(C)/2014 instituted for the offence under  
Sections-406, 403, 420, 506/34 of the Indian Penal Code.

As per complaint petition, the complainant entered into a  
partnership agreement deed with the petitioner dated 22.2.2012 for  
mining excavation work at Dumka hill. Complainant has invested the  
amount of Rs. 31 lacs in business, which was 50% of the investment. It  
is mentioned in complaint petition that as per agreement they started  
business and both the parties agreed to divide the loss as well as the  
profit of the firm. When the firm was on loss, complainant started



demanding his share and allegedly the same was refused by the petitioners. Petitioners have made agreement with another accused Anchit Kumar (Annexure-6) without consent of the complainant and when the complainant contacted the petitioners, they abused and threatened him.

Learned counsel for the petitioner has submitted that various documents have been filed by him that the firm was running in loss.

Learned counsel for the complainant has appeared and submitted that firm was running in profit but no such document has been produced.

In fact, it is a matter of dispute of accounting of the money. In para-12 of the partnership deed it is mentioned that any dispute between the parties related to the said partnership firm shall be adjudicated by the arbitrators appointed by both the parties. Civil remedy is available to the petitioner.

In such circumstances, prayer for anticipatory bail is allowed and it is ordered that the petitioner named above in the event of his arrest or surrender in the court below within six weeks from the date of receipt/production of copy of this order, shall be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each in connection with Complaint Case No. 24923(C) of 2014 to the satisfaction of learned Sub-Judge-IX-cum-A.C.J.M., Patna subject to condition as laid down u/S 438(2) of the 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.

**(Sanjay Priya, J)**

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