IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.21699 of 2014

Arising Out of P.S.Case No. -2664 Year- 2008 Thana -COMPLAINT CASE District- PATNA

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R. Chandra Shekhar, son of Sri V.S. Rahganathan, Head Operation H.D.F.C. Standard Life Insurance Co. Ltd., Raman House H.T.Parekh Marg, Backbay Reclaimation, Mumbai- 400020, at present posted as Executive Vice President HDFC.

.... Petitioner/s

Versus

1. The State of Bihar
2. Heera Lal Mistri, son of Sri Ram Devan Mistri, R/o Road No. 3, Indira Nagar, Postal Park, P.S.- Jakkanpur, District- Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Prakash Chandra Gupta, Advocate.
For the State	:	Mr. Jharkhandi Upadhyay, APP
For the O.P.	:	Mr. Rabindra Prasad Singh, Advocate.

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CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR

ORAL JUDGMENT

Date: 15-02-2018

Heard learned counsel for the petitioner, learned counsel for the State and learned counsel for the O.P. No. 2.

2. Petitioner seeks quashing of cognizance order dated 07.03.2009 passed by the Judicial Magistrate, 1st Class, Patna in Complaint Case No. 2664C of 2008 thereby taking cognizance of offence under Sections 406, 420 and 120B of the Indian Penal Code.

3. The brief fact giving rise to the case is that complainant a financial agent of H.D.F.C. Standard Life Insurance

Co. Ltd. (in short ‘Insurance Company’), appointed by Surjeet Das, Sales Development Manager of Insurance Company, persuaded 55 persons to make investment by opening account and it was promised that money deposited by consumers will be doubled after three years but on maturity, accused persons replied that market is weak and maturity amount, less than the deposited amount, was being given.

4. Learned counsel appearing on behalf of the petitioner submits that petitioner was Head of the Operation wing of H.D.F.C. Standard Life Insurance Company at the relevant point of time at its Headquarters in Mumbai however the fact remains that the investment was made by the customers in the Unit Linked Young Star plan and the said deposits are invested by the H.D.F.C. Standard Life Insurance Company in the share market and equity, so the price depends on the current value of the share and equity in which investment is made moreover there was no any condition or commitment that investment money would be doubled in three years. Annexure-2 is the document filed by the complainant, which is a letter communicated to one of the investors, Mahesh Prasad Singh, categorically showing condition of insurance policy with an option to return back the policy in view of terms and conditions within 15 days from the date of receipt of the policy if the customer is not satisfied with condition of the policy. All conditions are mentioned in the

policy but the investors did not withdraw from the policy, so it is not a case of any misrepresentation or any kind of inducement to the complainant or the customers moreover there is no wrongful gain to the company. This is not a case that maturity amount was not being provided, in fact, they have received the maturity value.

5. Learned counsel for the complainant has failed to bring on record the policy of the scheme which was purchased by the consumers and he has also no knowledge whether money was withdrawn by them or not.

6. Having considered rival submissions and on perusal of record, it is obvious that complainant persuaded some persons as an agent of the H.D.F.C. Standard Life Insurance Company to purchase a policy known as Unit Linked Young Star. There is no condition in the policy that investment value would be double in three years. The price of the unit varies on the escalation or de-escalation of the share or equity price in the share market. So in the backdrop of facts of the case, no inducement was made to the complainant or investors by the petitioner, official of H.D.F.C. Standard Life Insurance Company to make investments giving false representation of getting money doubled on three years and it is also not the case that there was any kind of entrustment rather life insurance policy was purchased by the investors, the value of the same depends on the current unit price of

the stock market. Therefore, taking into account the entire allegation, no *prima facie* case under Sections 420, 406 and 120B of the Indian Penal Code is made out. The petitioner was not involved in the present transaction, in fact, he was the Head of Operation unit of the H.D.F.C. Standard Life Insurance Company having its Headquarters situated at Mumbai; consequently, impugned order of cognizance dated 07.03.2009 passed by the Judicial Magistrate, 1st Class, Patna in Complaint Case No. 2664C of 2008 and subsequent criminal proceeding with respect to the petitioner only is hereby quashed. Application stands allowed.

(Arun Kumar, J)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	24.02.2018
Transmission Date	24.02.2018