

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.49385 of 2015

Arising out of Complaint Case No.-1647 Year-2013 Thana- PATNA COMPLAINT CASE
District- Patna

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Rajinder Deepa @ Rajendra Singh 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. Manish Kumar Srivastava, Son of Madhusudan Prasad Srivastava, Resident
of Nirmla Bhawan, Kailashpuri, Hanumannagar, P.S. - Patrakarnagar, District
- Patna.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Lal Babu Singh, Advocate
For the Opposite Party/s : Mr. Ashok Kumar, APP

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 30-04-2018

Seeking quashing of a complaint filed by the
respondent being Complaint Case No. 1647(C)/2013,
cognizance of which has been taken by Smt. Reshma Verma,
learned Judicial Magistrate, 1st Class, Patna vide order dated
18.07.2013, this application has been filed under Section 482
Cr.P.C.



Having heard learned counsel for the applicant and on perusal of the records it is seen that the parties had entered into an agreement in question with regard to certain work pertaining to preparation of Voter I.D. Card. The contract was entered into on 27.10.2014. According to the complainant for execution of the contract he was entitled to receive a sum of Rs. 7,39,184/- and against the aforesaid the accused person, the applicant herein has only paid a sum of Rs. 1,70,000/- and the remaining amount of Rs. 5,69,184/- has not been paid, the complaint in question has been filed and cognizance of the complaint has been taken.

A bare reading of the complaint goes to show that it pertains to disobedience or breach of an agreement entered into and non-payment of an agreed amount in pursuance to the contract. The dispute in question is a pure civil dispute arising out of execution of a work and the ingredients necessary for constitution of an offence under Section 406 I.P.C. in my considered view has not been made out. Accordingly, finding the complaint to be based on the facts which do not constitute an offence under Section 406 I.P.C. but a civil dispute in the matter of payment arising out of execution of an agreement, this application is allowed and orders of cognizance dated



18.07.2013 in Complaint Case No. 1647(C) of 2013 stands
quashed.

(Rajendra Menon, CJ)

P.K.P./-

AFR/NAFR	N.A.F.R.
CAV DATE	N.A.
Uploading Date	02.05.2018
Transmission Date	02.05.2018

