

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.46211 of 2018

Arising Out of PS.Case No. -3424 Year- 2016 Thana -PATNA COMPLAINT CASE District-
PATNA

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1. Amit Kumar Singh S/o Sri Ram Pratap Singh @ Rana Partap Singh, R/o Anand Nagar, near Soren Patrol Pump, P.S. & District- Deoghar (Jharkhand).

.... Petitioner/s

Versus

1. The State of Bihar.
2. Navin Chandra Deo S/o Sri Jaikant Purvey, R/o Sondiha, Bhavangama, P.S.- Barahat, District- Banka, at present posted in S.B.I. Life Insurance Company Limited , 3rd Floor, G.V. Mall, Boring Road Chauraha, 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

2 24-08-2018 Xerox copy of deed of agreement has been filed by

learned counsel for the petitioner, which may be kept on record.

Heard learned counsel for the petitioner, the O.P. No.

2 as well as the State.

The petitioner apprehends his arrest in Complaint

Case No. 3424(C)/2016, instituted for the offence punishable

under Section 406 of the Indian Penal Code and Section 138 of

N.I. Act.

In the complaint petition, it is alleged that wife of

complainant and petitioner had entered into agreement for opening

a petrol pump on partnership basis. The complainant gave him Rs.



25 lacs out of which Rs. 12 lacs was given through bank account and Rs. 13 lacs was given in cash, but petrol pump was not opened. When the complainant made demand of the money, petitioner gave three cheques of total amount of Rs. 25 lacs. When all three cheques were deposited in the bank, the same got bounced.

Learned counsel for the petitioner has submitted that detail of all those three cheques are mentioned in the agreement (at Annexure-2), which was entered into between the parties. Said cheques were given as security for the business. The complainant had not put any cash, which is mentioned in the agreement itself. It is further submitted that amount of Rs. 12 lacs has already been returned to the wife of complainant.

Learned counsel for O.P. No. 2 has submitted that there was deed of partnership between the parties and Annexure-2 and 3 are agreement and money receipt respectively.

This Court after looking into Annexure- 2 and 3 finds that there was business dealing between the parties and agreement had been entered into between them. The matter is of purely commercial dispute.

Considering the facts and circumstances of the case, the prayer for anticipatory bail of the petitioner is allowed. In the



event of surrender/arrest of the petitioner, named above, within six weeks from today, in connection with Complaint Case No. 3424(C)/2016, he shall be released on anticipatory bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned A.C.J.M., Patna, subject to the conditions as laid down under Section 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 tamper 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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