

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.45375 of 2018

Arising Out of PS. Case No.-97 Year-2014 Thana- ISUAPUR District- Saran

Mantu Agrawal S/o Late K.D. Agrawal, R/o Mohalla- 148/A, Meghnad Saha Sarani, P.S.- Pradhan Nagar, Silliguri, District- Darjeeling, West Bengal.

... .. Petitioner/s

Versus

The State of Bihar

.. ... Opposite Party/s

with

Criminal Miscellaneous No. 39809 of 2018

Arising Out of PS. Case No.-97 Year-2014 Thana- ISUAPUR District- Saran

Kailash Chand Sahewala @ Kailas Chand Sahewala S/o Sri Poonam Chand Sahewala, R/o P.O. and P.S.- Pradhan Nagar, 148/1 Meghnad Saha Sarani, Siliguri (M Corp), Pradhan Nagar, Darjeeling, West Bengal-734003.

... .. Petitioner/s

Versus

The State of Bihar

... ... Opposite Party/s

Appearance :

(In Criminal Miscellaneous No. 45375 of 2018)

For the Petitioner/s	:	Mr. Mantu Agrawal, Adv
	:	Mr. Shambhu Prasad, Adv
	:	Mr. Shailendra Kumar, Adv
	:	Mr. Umesh Kumar Singh, Adv
For the Informant	:	Mr. Ramakant Sharma, Sr.Adv
	:	Mr. Anis Akhtar, Adv
For the Opposite Party/s	:	Mr. Sunil Kumar Pandey, APP

(In Criminal Miscellaneous No. 39809 of 2018)

For the Petitioner/s	:	Mr. P.K.Shahi, Adv
	:	Mr. Ashok Kumar, Adv
For the Informant	:	Mr. Ramakant Sharma, Sr.Adv
	:	Mr. Anis Akhtar, Adv
For the Opposite Party/s	:	Mr. Sunil Kumar Pandey, APP

CORAM: HONOURABLE MR. JUSTICE BIRENDRA KUMAR
ORAL ORDER

5 13-12-2018 Heard learned counsel for the petitioners and learned Additional Public Prosecutor for the State in both the applications.

The petitioners are apprehending their arrest in a case registered for the offences punishable under Sections 406,419,420,467,468,471,120B/34 of the Indian



Penal Code.

Petitioner-Kailash Chand Sahewala @ Kailas Chand Sahewala and the complainant-Mansoor Ansari Ashrafi started a joint business by forming a Company named and styled as Swift Financial Results Limited. The company purchased property at Darjeeling. Allegation is that the resolution dated 28.02.2011 of the Board of Directors of the said Company stipulated that any Agreement to Sale/MOU on behalf of the company shall be signed by at least two Directors of the Company i.e. the complainant and Petitioner-Kailash Chand Sahewala @ Kailas Chand Sahewala, whereas Petitioner-Kailash Chand Sahewala @ Kailas Chand Sahewala entered into an agreement to sale on 25.04.2011 with one Meena Pradhan in respect of the property of the Company. Petitioner-Kailash Chand Sahewala @ Kailas Chand Sahewala received Rs. Seven Crores and odd as part of the consideration money. When the informant came to know about the aforesaid irregularity under protest the informant resigned from the Company and received a part of the consideration money of Rs. Two Crores and odd and not the full share of the informant.

Submission of learned counsel for the petitioners is that in fact no part of cause of action took place in the State of Bihar. In spite of that just to create



jurisdiction to Chapra court, the complaint was filed thereat with false allegation, no agreement between the parties ever took place in the State of Bihar nor the Company was registered in the State of Bihar nor the property was purchased in the State of Bihar. Further submits that under amicable settlement, the informant decided to resign from the Company and receive his share money. Next contention is that even if the allegation is assumed to be correct, the person, who has been cheated in the transaction is Meena Pradhan, the purchaser under the agreement, who had paid consideration money to a person, who is not solely entitled to sale the property of the Company. Moreover, the property of the Company has not been sold away to anyone. Hence, there is no question of cheating to the Company.

Learned counsel for the informant opposed the prayer for anticipatory bail on the ground that against the resolution of the Company, Petitioner-Kailash Chand Sahewala @ Kailas Chand Sahewala acted with malafide intention to defraud the complainant and get his share in the property of the Company shifted to somewhere else. Learned counsel for the informant submits that in fact the agreement with Meena



Pradhan had failed and the property was sold to another Company vide Annexure-F.

Considering the nature of dispute and the disputed facts which is yet to be established, let the petitioners, above named, in the event of their arrest or surrender before the court below within a period of thirty days from the date of receipt of the order, be released on bail on furnishing bail bond of Rs.20,000 (Twenty Thousand) each with two sureties of the like amount each to the satisfaction of learned court below where the case is pending in connection with Isuapur P.S.Case No. 97 of 2014, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure and further the petitioners shall fully cooperate with the investigation/trial of the case, failing which the court below shall be at liberty to cancel the bail bond of the petitioners.

(Birendra Kumar, J)

Nitesh/-

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