

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.62401 of 2018

Arising Out of PS. Case No.-620 Year-2016 Thana- NALANDA COMPLAINT CASE
District- Nalanda

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Tanuj Kumar Son of Krishnadeo Singh Resident of Village- Krishnapur, Miya Bigha, P.S. Hilsa, District- Nalanda. Petitioner/s

Versus

1. The State Of Bihar
2. Rajnish Kumar@Laddu Son of Bijendra Prasad Resident of Village- Kismiriya, P.S. Fatuha, District- Patna.
3. Subodh Kumar Son of Sri Sukhdeo Prasad Resident of Village- Bari Kewai, P.S. Shah Jahanpur, District- Patna, Proprietor of Golu Pay Phone Near Kanchan Hotel, Daniwan, P.S. Daniawan, District- Patna.
4. Anand Kumar Son of Sri Balkrishna Prasad Resident of Village- Bichli Hudari, P.S. Karayparshuray, District- Nalanda.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Santosh Kumar
For the Opposite Party/s : Mr.Smt. Madhuri Lata

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CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH
ORAL ORDER

6 18-09-2019 The present application has been filed for cancellation of anticipatory bail of opposite party nos. 2 to 4, granted vide order dated 11.01.2018 passed in Cr. Misc. No. 1588 of 2018 in connection with Complaint Case No. 620C of 2016, pending in the Court of learned ACJM II, Hilsa, on the ground that statement made in the bail petition to the effect that no cheque was ever issued by opposite party no. 2 in favour of the complainant-petitioner. A cheque of Rs.1,00,000/- dated 20.09.2015 has been brought on record, as contained in Annexure-3, which has been issued by opposite party no. 2, Rajnish Kumar in favour of the complainant, Tanuj Kumar.

It is submitted by learned counsel for the petitioner



that the false statement has been made by the opposite party nos. 2 to 4.

Learned counsel for the opposite party nos. 2 to 4 submits that the said cheque was issued inadvertently and it was subsequently intimated to the concerned bank.

The accusation as per complaint petition is that the stone chips worth Rs.6,66,995/- was supplied by the complainant to the opposite party no. 2 but the payments were not made by O.P. No 2.. It was contention of opposite party nos. 2 to 4 that, in fact, admittedly stone chips was supplied to the Ultra Tech Cement Company and not the opposite party nos. 2 to 4.

Considering the nature of accusation arising out of contractual nature of dispute, opposite party nos. 2 to 4 were granted anticipatory bail. Hence, the contention of the petitioner that one cheque was issued by opposite party no. 2, Rajnish Kumar, this Court does not find it a substantial ground for cancellation of bail particularly, considering the accusation arising out of contractual nature of dispute, the opposite party nos. 2 to 4 were granted anticipatory bail and they have enjoyed the privilege of bail for more than one and half years.

The parameters for grant of bail and its cancellation



are quite different. There is nothing brought on record to suggest that the opposite party nos. 2 to 4 have misused the privilege of bail and are not allowing the witnesses to give evidence in trial.

In this circumstances, this Court does not find any merit in this application and accordingly, it is disposed of.

(Dinesh Kumar Singh, J)

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