IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.45887 of 2015
Arising Out of PS. Case No.-29580 Year-2014 Thana- PATNA COMPLAINT CASE District-Patna
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1. Chanda D. Kochhar, W/o Sri Deepak Kochhar Chairperson ICICI Prudential Life Insurance Company Ltd. ICICI Bank Tower, Bandra Kurla Complex, P.S. Bandra Mumbai - 400051.
2. Rajiv Sabharwal, S/o Late Inderjit Sabharwal ICICI Prudential Life Insurance Company Ltd. ICICI Bank Tower, Bandra Kurla Complex, P.S. Bandra Mumbai - 400051.
3. N.S. Kannan, S/o Late Shri Krishnamachari Narayan ICICI Prudential Life Insurance Company Ltd. ICICI Bank Tower, Bandra Kurla Complex, P.S. Bandra Mumbai - 400051.
4. K. Ram Kumar, S/o Mr. R. Krishnaswamy ICICI Prudential Life Insurance Company Ltd. ICICI Bank Tower, Bandra Kurla Complex, P.S. Bandra Mumbai - 400051.

... ... Petitioner/s

Versus

1. The State of Bihar
2. Vivek Vardhan, S/o Rajendra Narain Singh, Resident of House No. 186, Patliputra Colony, P.S. Patliputra, District Patna

... ... Opposite Party/s

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Appearance :

For the Petitioners	:	Mr. Sandeep Kumar, Advocate
		Mr. Rohit Raj, Advocate
For the O.P. No. 2	:	None
For the State	:	Mr. J. Upadhyay, APP

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA KUMAR
ORAL JUDGMENT
Date : 03-07-2019

Heard learned counsel for the petitioners and learned counsel for the State. No one appears on behalf of the opposite party no. 2.

2. The petitioners are either Chairperson or Members of the Board, of ICICI Prudential Life Insurance Company Ltd. They have been arrayed as accused in Complaint Case No. 29580(C) of 2014 brought by opposite party no. 2. The petitioners have sought for quashment of order dated 04.07.2015 whereby the learned court below took cognizance for offence under Section 406/34 of the Indian Penal Code in the said complaint case and issued summons against the petitioners to face trial.

3. Submission of learned counsel for the petitioners is that on bare perusal of the complaint petition, no criminal offence is made out. If the complainant has some grievance that might be redressable under the Consumer Protection Law. Further submission is that the company is not an accused and in absence of company, its official cannot be criminally prosecuted. Further submission is that no specific allegation is against any of the petitioners.

4. Notice was served on opposite party no. 2 personally but no one appears.

5. According to complaint petition, opposite party no. 2 had taken an insurance policy of Rs.1,00,000/- (rupees one lac) containing benefit of Section 80(C) of the Income Tax Act. The complainant made payment of the aforesaid amount through demand draft referred in the complaint petition. The demand draft was received by the ICICI Prudential Life Insurance Company Ltd. and police no. 18060343 was issued on 27.09.2013 in favour of opposite party no. 2. After lapse of about four months, the policy aforesaid was abruptly cancelled on the ground that payment against the policy was not received. However, the matter was thoroughly verified on complaint of opposite party no. 2 and it was detected that payment has already been received. Hence, policy was again revived from the subsequent date. Complainant has further alleged that the company made no response to his legal notice or query and wrongly asked for further payment against the policy. On the basis of aforesaid material allegation is that petitioners committed criminal breach of trust.

6. Submission is that the factual aspect of the matter would show that it was a mere case of negligence in properly recording the payment of the amount against the policy and as soon as the said mistake was detected, the policy was revived. Though, before revival of the policy, notice was given to the opposite party no. 2 to make payment against the said policy, however, no payment was made against that because payment was already made and policy was again revived. If for unnecessary harassment or mental agony, the complainant has any grievance, the complainant may move before the appropriate forum. A bare perusal of complaint petition does not make out a case of criminal breach of trust because it is not a case of entrustment of money to be refunded back, rather the complainant had made payment against purchase of a policy of insurance.

7. I find substance in the submission of learned counsel for the petitioners that some technical error not showing payment of the policy amount was corrected by the company on complaint made by the opposite party no. 2 and the policy was again revived. Hence, it cannot be said that it was a case of criminal breach of trust. Thus, the offence, for which the cognizance has been taken, is not made out and the entire prosecution amounts to an abuse of process of the Court. Accordingly, the impugned order is set aside and the order of cognizance stands quashed and this application stands allowed.

(Birendra Kumar, J)

Kundan/-

AFR/NAFR	N.A.
CAV DATE	N.A.
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