

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43267 of 2018

Arising Out of PS. Case No.-49 Year-2015 Thana- SHEOHAR District- Sheohar

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1. Ajay Kumar and Anr S/o Vishwanath Prasad, Lessee of Ayush Picture Palace, Sheohar, R/o Ward No. 14 Sheohar , P.S.- Sheohar, District- Sheohar.
 2. Birendra Kapar S/o Late Ramchandra Kapar , (Co- lessee of Ayush Picture Palace, Sheohar), R/o Vill. P.O. Jhajhihat, P.S.- Pupari, District- Sitamarhi.

... .. Petitioner/s

Versus

The State Of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Devendra Kumar

For the Opposite Party/s : Mr.Smt. Asha Devi

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA

ORAL ORDER

6 08-08-2019 Heard learned counsel for the petitioner and learned
A.P.P. for the State.

The petitioners apprehend their arrest in connection with Sheohar P.S. Case No. 49 of 2015, registered under Sections 406, 420 and 120(B) of the Indian Penal Code.

The allegation against the petitioners, as per the complaint converted into F.I.R. is that informant is Assistant Manager of Sri Venkatesh Films Private Ltd. entered into an agreement on 10.06.2014 with the petitioners who are the theater owner of Ayush Picture Palace situated in Sheohar, for supply of Digital Cinema equipment and other articles. It has further been alleged that the accused persons with dishonest intention misappropriated the Panasonic model 330 projector



and disposed the same for ulterior purpose and lodged Sheohar P.S. Case No. 224 of 2014 for the stolen property. It has further been alleged that the petitioners used to pressurize the complainant/informant to reduce the monthly rental charge of the equipment supplied by the complainant's company.

Learned counsel for the petitioners submits that upon perusal of the complaint it would be evident that the dispute between the parties arises out of an agreement and both the parties are bound by the terms of the agreement. Learned counsel further submits that Projector supplied by the informant/complainant was actually stolen by somebody for which an F.I.R. bearing Sheohar P.S. Case No. 224 of 2014 has been lodged by the petitioners in which petitioner is the informant.

Learned counsel further relied upon clause 3.23 of the agreement and submits that in case of any of the goods supplied by the company is found damaged, stolen, confiscated or rendered unusable in any manner, the theater owner would indemnify the company for the loss incurred by it.

Learned counsel for the informant/complainant vehemently opposes the prayer for bail and submits that the petitioners in order to cheat the company had lodged false F.I.R.



that the Projector has been stolen and further the rental of the equipment supplied by the informant company had not been paid by the petitioners.

After having heard learned counsel for the parties and taking into consideration the fact that both parties are bound by the terms and conditions of the agreement and further there is a clause in the agreement for indemnifying the company in case of any loss or the damage to the equipments supplied by the company, accordingly, I am inclined to grant anticipatory bail to the petitioners.

Let the petitioners, above named, in the event of arrest or surrender before the court below within a period of four weeks from today, be released on bail upon furnishing bail bond of Rs.10,000/- each with two sureties of the like amount each to the satisfaction of the learned Chief Judicial Magistrate, Sheohar, in connection with Sheohar P.S. Case No. 49 of 2015; subject to condition as laid down hereinabove and under Section 438(2) of the Code of Criminal Procedure.

(Anil Kumar Sinha, J)

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