

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65135 of 2018

Arising Out of PS. Case No.-88 Year-2018 Thana- ARA NAWADA District- Bhojpur

Darpan Dadu Son of Praveen Kumar the then Managing Partner Buks International MFRS and Exporters of Tractors and Auto Parts General Mohan Singh Road in front of Poddar Tiles G.T. Road Jagiyana Ludhiyana Panjab P.S. Saniwl, Director of Force Trac Tractor Pvt. Ltd. Situated at General Mohan Singh Road G.T. Road Ludhiyana Opposite Poddar Tiles P.S. Sonewal Distt. Ludhiyana RZD, Block Gali No. 1, West Sagarpur New Delhi- 10046

... .. Petitioner/s

Versus

The State Of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Mukesh Kumar No-1
For the Opposite Party/s : Mr. Sri Bhanu Pratap Singh

CORAM: HONOURABLE MR. JUSTICE DINESH KUMAR SINGH
ORAL ORDER

6 11-04-2019 Heard learned counsels for the parties.

The petitioner is apprehending arrest in a case registered for the offences punishable under Sections 406 and 420 of the IPC.

The prosecution case as per the written report of Satish Kumar submitted to the SHO, Ara Nawada Police Station is to the effect that the informant is the Proprietor of tractor dealership, namely, Sharda Motors. On 25.1.2016, the petitioner took delivery of nine tractors from the Force Trac Tractors. The petitioner is one of the then directors of the said firm. As per the agreement, if the tractor is not sold within ninety days, then the tractor has to be returned to the company and security amount of



Rs.101000/-. The informant claimed to have made payment of total amount of Rs.24,51,000/- and the tractor could not be sold but inspite of the intimation, money has not been returned. Hence, the present complaint.

It is submitted by learned counsel for the petitioner that the petitioner admits the supply of tractors and a term of agreement as regards return of money and without disputing the accusation, the petitioner also filed an affidavit to the effect that the petitioner is ready to return Rs.24,51,000/- in five installments and he will get back the tractors in installments provided they are not mortgaged to any bank or any private financial organization.

The terms of resolving the issue has been stipulated in paragraph 5 of the Supplementary Affidavit, which reads as follows:

“5. That though the mediation, in between parties failed before the mediation centre Patna despite that the petitioner still intents to compromise the issue, therefore, he is ready to compromise on Following Terms and condition:-

I) The total nine Tractors are lying before the informant and amount of Rs/2451000 was paid to the company so amount of Rs/-272333/- (Two lac



seventy Thousand Three Hundred Thirty Three only) goes against each tractors, in first instalment the petitioner will give D.D. of Rs/-5,44,666/-(Five Lac Forty Four Thousand Six Hundred Sixty Six only) and took two tractors within one month from 11.04.2019.

II) Thereafter the petitioner will give him D.D. of Rs/-5,44,666/-(Five Lac Forty Four Thousand Six Hundred Sixty Six only) for again two tractors within further one month i.e. 11.05.2019 to 11.06.2019 and took two tractors.

III) Again petitioner will give D.D. of Rs/5,44,666/- (Five Lac Forty Four Thousand Six Hundred Sixty Six only) against two tractors within 11.06.2019 to 11.07.2019 and took two tractors.

IV) Again petitioner will give D.D. of Rs/-5,44,666/-(Five Lac Forty Four thousand Six Hundred Sixty Six only) against two tractors within 11.07.2019 to 11.08.2019 and took two tractors.

V) And rest one tractor will be taken after payment of Rs/-272333/- (Two Lac Seventy Thousand Three



Hundred Thirty Three only) within 11.08.2019 to 11.09.2019.

Vi) Petitioner will comply the aforesaid act subject to the condition all nine tractors should be free from any mortgage to the Bank or private Financer, loan etc and if there is major damage found than the repairing cost will be paid by the informant.

Vii) Petitioner will pay the total amount of Rs/- 24,5100/- (Twenty Four Lac Fifty One Thousand only) as mentioned foregoing sub Paragraph, besides that petitioner will not pay any farthing in any other head.

Viii) After settlement of issue, the petitioner would be free from criminal liabilities and criminal proceeding pending in the court below concern should have been dropped.”

Learned counsel for the informant accepts the terms of resolution of issue as stipulated in paragraph 5 of the supplementary affidavit and for the present, he is not opposing the prayer of the petitioner for anticipatory bail.

Considering the fact that the issue has been resolved



in terms of return of the amount as per the agreement, let the petitioner above named be released on provisional anticipatory bail for six months in the event of arrest or surrender within 12 weeks on furnishing bail bond of Rs.10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of the learned CJM, Bhojpur at Ara in connection with Ara Nawada P.S. Case No.88 of 2018 subject to the conditions laid down in Section 438(2) of the Cr.P.C.

The provisional bail will be confirmed by the learned Court below on compliance of the terms as stipulated in paragraph 5 of the Supplementary affidavit as quoted above.

Needless to say, on return of the amount as stipulated in Clause VII of the terms of resolution, the parties will file appropriate application before the concerned Court below for disposal of criminal case.

(Dinesh Kumar Singh, J)

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