

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL APPEAL (SJ) No.3143 of 2019**

Arising Out of PS. Case No.-180 Year-2016 Thana- AMAS District- Gaya

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Virendra Pandey@Virendra Kumar Pandey@ Assistant Manager Virendra Kumar Pandey Son of Makardhwaj pandey Resident of Village - Ward No 26, Hero Agency, Baidhan, P.S.- Baidhan, Dist.- Singrauli (M.P.)

... .. Appellant/s

Versus

1. The State of Bihar
2. Santosh Bhuiyan s/o Late Maheshwar Bhuiyan R/oVillage-Khairakhurd, Tola-Malbadih, P.S-Amas, Dist-Gaya

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr. Prince Kumar Mishra, Advocate
For the Respondent/s : Mr. Sadanand Paswan, Advocate

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CORAM: HONOURABLE JUSTICE SMT. ANJANA MISHRA
ORAL ORDER

4 16-11-2019 Heard learned counsel for the appellant and learned counsel for the State. Learned counsel for the complainant is also present.

This is an appeal under Section 14(A)(2) of the SC/ST Act against the order dated 05.07.2019 passed in A.B.P. No. 157/2019 by the learned Exclusive Special Judge, SC/ST Act, Gaya in Amas P.S. Case No. 180 of 2016 registered under Sections 406, 420, 467, 468, 471, 120(B) of the Indian Penal Code and Section 3(1)(c) of Schedule Caste/ Schedule Tribe (Prevention of Atrocities) Act 1989.

Learned counsel for the petitioner submits that the petitioner is one of the managers/ authorized signatory of



Welspun Renewable Energy which had executed a deed of lease from the lessor/complainant as a lessee of a piece of land on receipt of Rs. 2,31,460/- which was duly debited from the account of the appellant company on 17.03.2016.

Learned counsel for the appellant submits that only because the complainant is belonging to the SC/ST Category, though no provisions of the SC/ST Act are attracted and the case is purely one of commercial dispute between the parties and for the payment of consideration amount with regard to the lease executed between themselves, the present case has been filed under the SC/ST Act for bringing criminal consequences on the appellant. Learned counsel for the appellant submits that earlier the opposite party was noticed and they have duly appeared but they have not been able to bring on record any such record showing that the consideration amount was not paid to them. Moreover, the present petitioner is mere authorized signatory of the Bank Account of which a Cheque for Rs. 2,31,460/- was issued and was also en-cashed by the complainant and, therefore, no case is made out against the appellant either under IPC or other.

Learned counsel for the Opposite Party submits that an adjournment may be granted so that he can bring his own



bank account statement on record.

Nevertheless, the perusal of Annexure P/2 to the present application clearly indicates that the aforementioned amount, which is also stated in the lease deed was, in fact, debited from the account of the Company in which the appellant worked for lease of the land in favour of the petitioner's Company.

Having considered the aforementioned facts and circumstances of the case and upon perusal of the records including the Annexures, let the petitioner, above named, in the event of their arrest or surrender before the learned Court below within a period of six weeks from today, be released on bail, on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Exclusive Special Judge, SC/ST Act, Gaya in connection with Amas P.S. Case No. 180 of 2016.

(Anjana Mishra, J)

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