

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No. 28429 of 2014

Arising Out of Complaint Case No.-2299 C Year-2012 Thana- BEGUSARAI COMPLAINT
CASE District- Begusarai

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Gopi Krishna Sah Son of Late Radhey Sah, the Branch Manager, the New India Assurance Company Limited, Near Kaltex Petrol Pump, NH 31, Begusarai, P.S. Begusarai, District Begusarai.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Satya Narayan Singh Son of Late Meghan Singh R/o Village Shyam Nagar, Dhabauli, P.S. Muffasil (Lakho O.P.) District Begusarai.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Raj Kishore Prasad Singh and Mr. Bal Bhushan Chaudhary, Advocates
For the State	:	Mr. Gauri Shankar Gupta, A.P.P.
For the Informant	:	Mr. Ajay Kumar Tiwary, Advocate

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**CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN
AMANULLAH**

ORAL JUDGMENT

Date : 02-04-2019

Heard learned counsel for the petitioner; learned A.P.P.
for the State and learned counsel for the opposite party no. 2.

2. The petitioner has moved the Court under Section
482 of the Code of Criminal Procedure, 1973 for the following
relief:

*“That this is an application for quashing
the impugned order of taking cognizance dated 07-
03-2014 (Annexure-4) passed by C.J.M., Begusarai
in Complaint Case No. 2299 C/ 2012 Satya Narayan
Singh V/s Gopi Krishna Sah & others registered for
the offences punishable under Sections 323, 406,
420, 504/34 of the Indian Penal Code whereby and
where under the learned Magistrate took cognizance
of the offences punishable under Sections 323, 406,*



420, 504 I.P.C. illegally in a routine manner and mechanically without applying his judicial mind.”

3. The allegation against the petitioner, who was the then Branch Manager of the New India Assurance Company Limited, Begusarai (hereinafter referred to as the ‘Company’) is an accused, along with another person in Complaint Case No. 2299C of 2012, filed by the opposite party no. 2 alleging that upon misrepresentation, he had paid premium of Rs. 14,744/- for his vehicle under the impression that the same was for lifetime insurance but later it was revealed that the same was only for one year. It was further alleged that in the previous year, the premium was of Rs. 3,383/- and suddenly the amount jumping to Rs. 14,744/- was an act of cheating.

4. Learned counsel for the petitioner submitted that the Company is a Nationalized Insurance Company and the petitioner being the Branch Manager had absolutely no personal interest or involvement in the same. It was submitted that the opposite party no. 2 accepts that a receipt for Rs. 14,744/- was given to him, which clearly shows that no amount was ever misappropriated by the petitioner. Learned counsel submitted that there is no vehicle insurance available under any scheme by any of the service providers which gives lifetime insurance cover. It was submitted that even the petitioner with regard to the said vehicle had been



paying premium from year to year for quite many years and thus, he cannot plead ignorance of the fact that no lifetime insurance of a vehicle is ever done. Learned counsel submitted that even with regard to there being escalation of the premium amount, the same is based on a *bona fide* ground. Attention of the Court was drawn to Annexure-5, which is copy of the guidelines on rationalization of provisions of erstwhile All India Motor Tariff dated 29th March, 2012, which indicates that certain type of miscellaneous class of vehicles were Re-classified, in which Tractors were also brought under the category of Goods Carrying Vehicles (Class 4A). Thus, learned counsel submitted that upon such re-classification, in the very next premium due, the rate was increased, which is a natural result of such re-classification and for which there cannot be any charge of any misrepresentation or misappropriation or cheating. Learned counsel submitted that even the receipt issued to the opposite party no. 2 clearly mentioned the period of insurance which is admitted in the complaint itself. However, learned counsel submitted that the explanation with regard to the same that only when the opposite party no. 2 got the same read over by others, he came to know that the insurance was only for a period of one year, is totally falsified, for the reason that at the very time



when the money was given, the receipt which was given indicated that the premium was only for one year.

5. Learned A.P.P. fairly submitted that no criminal offence is made out in such transaction, which is a purely official transaction relating to commercial agreement between the parties which too is based on official records and in terms of the rates specified therein.

6. Learned counsel for the opposite party no. 2 submitted that for the enhanced premium amount, the explanation given by the accused was that the period would be lifetime and the same not being the case, clearly the petitioner has been cheated. At this juncture, on a specific query of the Court as to how he could not understand what was written on the paper provided to him by the accused at the very time the premium was given stating that it related to a period of only one year, and further, as to how he could be said to be ignorant of the fact that insurance of vehicle is done only for a one year period at a time, learned counsel could not answer the same.

7. Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, the Court finds that a case for interference has been made out.



8. Clearly, charging of premium by the Company being a commercial transaction is required to be kept outside the purview of criminal cases. Moreover, it relates to the amount of premium for which even the complainant accepts receipt was given and the period of one year being reflected in the documents provided by the officials of the Company to the complainant at that very moment, which is accepted in the complaint itself, the Court finds that no criminal charge can be made out against the petitioner.

9. For reasons aforesaid, the application is allowed. The entire criminal proceeding arising out of Complaint Case No. 2299 C of 2012, including the order dated 07.03.2014, by which cognizance has been taken by the Court below at Begusarai, as far as it relates to the petitioner, stands quashed.

(Ahsanuddin Amanullah, J.)

P. Kumar

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