

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.71285 of 2019**

Arising Out of PS. Case No.-29027 Year-2014 Thana- PATNA COMPLAINT CASE District-  
Patna

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BHUPENDRA ACHARYA Son of Mum Bahadur Acharya M/s Taj Technotech Ltd. G-502, 5th Floor City Center Matigaha, Utrayan Siliguri (W.B.), and B-2/232, Maa Basant Kunj, New Delhi, P.S.- Basant Kunj, New Delhi at Present Bindeshwari Plaza, Plot No.3202, Kidwaipuri, P.S.- Buddha Colony, Dist.- Patna.

... .. Petitioner.

Versus

1. THE STATE OF BIHAR
2. Sanjay Prasad Sinha Son of Sri Ramchandra Prasad C/o Sinha Enterprises Opposite Sushil Apartment at Park Road, kadamkuan, P.O.- and P.S.- Kadamkuan, Patna- 800003, Bihar.

... .. Opposite Parties.

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**Appearance :**

For the Petitioner : Mr. Dilip Kumar, Advocate.  
For the State : Mr. Choubey Jawahar, A.P.P.

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**CORAM: HONOURABLE MR. JUSTICE RAJENDRA KUMAR MISHRA**

ORAL ORDER

2      18-12-2019                      Let the supplementary affidavit filed on behalf of  
the petitioner be kept on the record.

Heard learned counsel for the petitioner and the  
learned A.P.P. for the State.

The petitioner seeks bail in connection with  
Complaint Case No.29027(c) of 2014 registered under Sections  
406, 419 and 420/34 of the Indian Penal Code besides Section  
138 of the N.I. Act.

The accusation is that the petitioner Bhupendra  
Acharya and one Ravi Shankar Sharma being the C.M.D. and



E.D. of the Company M/s. Taj Technotech Ltd., on 23.12.2013, appointed the complainant/opposite party no.2 Sanjay Prasad Sinha as Depot Incharge for the area of West Bengal, Jharkhand and Chhattisgarh, who gave Rs.4,50,000/- to Ravi Shankar Sharma as security money and four signed cheques were handed over to the complainant/opposite party no.2 by the Company to return the money after completion of the agreement. According to the agreement, 4% fixed commission was to be received by the complainant/opposite party no.2 in case of sale of goods below Rs.2.75 lacs and 5% in case of sale of the goods more than 2.75 lacs. According to the terms of agreement, the complainant/opposite party no.2 sent the notice on 28.05.2014 to the petitioner and Ravi Shankar Sharma with request “put on end to the business agreement with them”. After receiving the notice, four cheques were issued to the complainant/opposite party no.2 by them and when the same were presented by the complainant/opposite party no.2 for clearance, the same were dishonoured due to ‘insufficient fund’

Learned counsel appearing on behalf of the petitioner submits that the four cheques of the amount of Rs.1,50,000/-, Rs.1,00,000/-, Rs.1,00,000/- and Rs.1,00,000/- (Total Rs.4,50,000/-) were issued by the co-accused Ravi



Shankar Sharma, the Executive Director of the Company, to the complainant/opposite party no.2 and not by the petitioner. Moreover, no cheque was issued, later on, by the co-accused Ravi Shankar Sharma rather the blank cheques were issued by him against the security amount deposited by the complainant/opposite party no.2 but without giving notice about depositing the same, all the cheques were presented by the complainant/opposite party no.2 for clearance, which were dishonoured. The petitioner is in custody since 22.06.2019.

Having regard to the facts and the circumstances of the case, the petitioner, above named, is directed to be released on bail on furnishing bail bond of Rs.10,000/-(Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of Sri Manish Kumar, Judicial Magistrate, First Class, Civil Court, Patna, in connection with Complaint Case No.29027(c) of 2014.

**(Rajendra Kumar Mishra, J)**

P.S./-

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