

**IN THE HIGH COURT OF JUDICATURE AT PATNA
(FROM RESIDENTIAL OFFICE VIA VIDEO APPLICATION)
CRIMINAL MISCELLANEOUS No.18797 of 2020**

Arising Out of PS. Case No.-50 Year-2019 Thana- JAGDISHPUR District- Bhojpur

Satish Chandra, Son of Late Umesh Chandra Tiwari, Resident of Village -
Thegwan, Majhiawan, P.S.- Charpokhari, Distt - Bhojpur.

... .. Petitioner

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ravindra Kumar, Advocate

For the Opposite Party/s : Mr.Dilip Kumar No. 1, A.P.P.

For the Informant : Mr. Sanjay Kr. Ghosarvey, Advocate

**CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER**

2 09-09-2020 Heard learned counsel for the petitioner, Mr. Sanjay Kumar Ghosarvey learned Advocate representing the informant and Mr. Dilip Kumar no. 1, learned APP for the State.

The petitioner in the present case is seeking pre-arrest bail in connection with Jagdishpur P.S. Case No. 50 of 2019 registered for the offences punishable under Sections 420, 467, 468, 471, 120B of the Indian Penal Code.

So far as the prosecution story is concerned, it is alleged by the informant that he had entered into an agreement with one Galaxia Township and Housing Private Limited Company for sale of his 10 acre land of Jagdishpur at Bhojpur and as per the said agreement a fixed price was to be paid to the owner and then sale deed was to be executed in favour of the purchasers at the instance of the Company. One Jitendra Tiwary



is said to be the Managing Director of said company, there were other two Directors who had allegedly resigned from the company because of some disputes between the Managing Director and the other Directors.

The informant alleged that he had claimed that he had signed the agreement as attorney of his brother Paritosh Chaturvedi. The company was unable to pay the price of the land to the land owner, on demand the same was being delayed on one pretext or the another. It is claimed by the informant that during this period the company kept on demarketing the land in favour of the purchasers and informant was executing the registered deed. After resignation of the two directors the company came in absolute control of said Jitendra Tiwary and solely and gradually the development work on the land stopped. There were complaints regarding refund of money which were collected from the customers. It is then alleged that on 17.01.2018 a decision was taken to cancel the agreement dated 11.12.2015 and the company gave the informant an understanding that they can do the development work through another agency or by appointing somebody else. The informant admits that a revocation deed was signed by him and the Managing Director Jitendra Kumar Tiwary whereby the



development agreement dated 11.12.2015 was cancelled.

It is then alleged that said Jitendra Tiwary had collected money from the customers and had made promises to the customers which were beyond his reach. The company had liability of Rs.82,78,950/- which the company had collected in the name of the land of the informant and had spent the amount on their own. It is alleged that it is a case of mismanagement and fraud on the part of the Managing Director Jitendra Tiwary.

Lastly it is alleged that one employee of the company namely Satish Chandra (this petitioner) and said Jitendra Tiwary Managing Director are threatening the informant to lodge a case against him.

Learned counsel for the petitioner submits that it is apparent from the allegations made in the First Information Report that the agreement had taken place between the private limited company of which Mr. Jitendra Tiwary is the Managing Director and this informant who is the power of attorney holder of his brother. There is no allegation that this petitioner was involved in the matter of signing of agreement or have got any say in the management of the company. This petitioner is nothing but a poor employee and by just putting his name in the last paragraph that he is in conspiracy with the Managing



Director is threatening the informant to lodge a case against him, he has been made accused.

Attention of this Court has also been drawn towards the deed of revocation which is available on record which has been signed by the informant and Jitendra Tiwary. This petitioner is not even a witness on the said deed of revocation, therefore it is submitted that the petitioner has been falsely implicated in this case, otherwise the petitioner has got no criminal antecedent and hence he deserves privilege of anticipatory bail.

Learned APP for the State has opposed the prayer for anticipatory bail of the petitioner. Mr. Ghoservey, learned counsel representing the informant has submitted that this petitioner being an employee of the company was in fact receiving the money from the customers for and on behalf of the company, therefore he cannot be absolved and he being there in the office of the company as a cashier does not deserve privilege of anticipatory bail.

Having regard to the facts and circumstances of the case, this Court finds on a complete reading of the First Information Report that it is a dispute between the company owned and managed by one Jitendra Kumar Tiwary on the one



hand and the informant on the other hand. It is not the case of the informant that this petitioner had at any stage made any inducement, allurement or had in any way influenced the informant to enter into an agreement with the company. Apparently it is a transaction between the company and the land owner. The land owner is being represented by the informant.

Even if the allegations are taken to be true and it is assumed for a moment that the company has collected money from the perspective purchasers and is either not paying money to the informant to some extent and/or has failed to pay back to some of the customers if the land is not being made available to them, so far as this petitioner is concerned, the allegation are against the Managing Director of the Company, no prima-facie allegations are there against this petitioner on this issue. He is an employee of the company. Mr. Ghosarvey has repeatedly stated that the petitioner is the employee of the company but being an employee of the company the petitioner is not said to be in-charge of the ultimate affairs of the company, there is no such allegation against him.

In the totality of the circumstances, this Court is inclined to grant privilege of anticipatory bail to the petitioner. Let the petitioners above-named in the event of their arrest or



surrender within four weeks from today, be released on bail on furnishing of bail bonds of Rs. 25,000/- (Twenty Five Thousand only) each with two sureties of the like amount each to the satisfaction of learned ACJM - 11th Bhojpur at Ara, in connection with Jagdishpur P.S. Case No. 50/2019, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C. i.e.

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court.

(Rajeev Ranjan Prasad, J)

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Note: The ordersheet duly signed has been attached with the record. However, in view of the present arrangements, during Pandemic period all concerned shall act on the basis of the copy of the order uploaded on the High Court website under the heading 'Judicial Orders Passed During The Pandemic Period'.

