IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74179 of 2019

Arising Out of PS. Case No.-81 Year-2017 Thana- VIGILANCE District- Patna

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SAURAV BASU (Male), aged about 55 years, son of Adhir Kumar Basu, Resident of Flat No. 6/201, Shakti Kunj Apartment, Plot No. B - 9/3, Gautam Buddha Nagar, P.S.- Sector - 62, Noida, Distt - Noida (Uttar Pradesh)

... ... Petitioner

Versus

The Vigilance Investigation Bureau, Bihar, Patna.

... ... Opposite Party

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Appearance :

For the Petitioner/s : Mr.Ansul, Advocate
Mr. Anuj Kumar, Advocate

For the Opposite Party/s : Mr.Rana Vikram Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL ORDER

11 23-12-2020 Heard Mr. Ansul, learned counsel for the petitioner and Mr. Rana Vikram Singh, learned counsel for the Vigilance.

In the present case, the petitioner is seeking anticipatory bail in connection with Special Case No. 343 of 2017, arising out of Vigilance P.S. Case No. 81 of 2017 registered for the offence under Sections 406, 409, 430, 467, 468, 471, 477-A and 120(B) of the Indian Penal Code and under Section 13(1)(d) read with 13(2) of the Prevention of Corruption Act, 1988.

The Bihar Mahadalit Vikash Mission has introduced a scheme for social, educational and economic development of scheduled caste and scheduled tribe students. Under that welfare scheme, the persons from Scheduled Cast and scheduled Tribe are to give computer training including holding examination and giving certificates. It transpires that serious financial irregularities have been committed by the officers and different players involved in carrying out the scheme. During investigation, it has surfaced that the petitioner was the Vice-President of Sri Ram New Horizon and an agreement was entered into on 23.09.2011. As per the agreement, 3445 students were to be given training at the rate of Rs.4081/- per candidate and 70% of the said money was to be paid only after imparting training to the trainees. It has also been alleged that the company has given training to 3445 students but, the same was not verified and advance payment of Rs.98,41,322/- was made at the rate of Rs.4081/- without verification of the trainees and all the training was to be completed within one year from the date of inception. The petitioner was representing the company, being Vice President, has signed the agreement for and on behalf of the company. However, when the information trickled out that there is heavy financial irregularities in carrying out the scheme, then a case was instituted and investigation was started. During investigation, it surfaced that huge money has been siphoned off as the students to whom the training was to be given were completely smokescreen. In fact, the students were not given training nor any training materials were provided to them but, only the money has been distributed in their names.

Learned counsel for the petitioner submits that in the present case he was only representing the company as the Vice President of the Company and in that capacity he has put his signature in the agreement and various persons were involved in the execution of the scheme. Not a single penny has been credited in the account of the petitioner. It has also been submitted that neither the Managing Director nor the higher officials have been made accused in the present case but, the petitioner has been roped in the present case. It has also been submitted that during the tenure of the petitioner only Rs.10,00,000/- has been paid and thereafter the petitioner was transferred in January, 2013 and has been shifted to another project of the company and ultimately, in the month of December, 2013 the petitioner tendered his resignation. So, in such a situation, the allegation is out of proportion that he was also involved in siphoning the Government fund.

Whereas, learned counsel for the Vigilance has submitted that from the beginning they were of the view to commit financial irregularity and the company does have presence in 38 districts whereas, the fact is that they have only one training center at Malai Pakari, Patna. The share of money distributed in terms of the agreement, which is apparently clear from paragraph nos.42, 48, 281 and 259 of the main case diary, which reflects in what manner the money has been shared. It has also been submitted that in paragraph no.400 of the main case diary it also reflects that it was an agreement between Sharad Jha and the present petitioner for distribution of the money. It has further been submitted that from paragraph no.281 of the case diary, it has also come to the light that Jay Kumar Rajak, advocate, in whose name the money has been withdrawn has stated during investigation that he is in no manner involved in getting the training. It has also been submitted that the statements of Gyan Prakash, which is at para-7 of the supplementary case diary no.2, Abhishek, Senior Executive of the Company, which is at paragraph no.60, 63, and 64 of the supplementary case diary and Sanjay dev, which is at paragraph no.91 of the supplementary case diary, shows the manner in which the money has been shared not only by the present petitioner but large number of State Officials, who were holding the key posts, thereby all of them misappropriated the Government money.

It has also been submitted that some of the co-accused have approached this Court for anticipatory bail i.e. Jai Deep Kumar in Criminal Miscellaneous No.49062 of 2018, S.M. Raju, in Criminal Miscellaneous No.17156 of 2018, K.P. Ramaiya in Criminal Miscellaneous No.4117 of 2018 and Umesh Manjhi in Criminal Miscellaneous No. 76962 of 2019 unsuccessfully whereas, co-accused Sharad Kumar Jha, has been granted regular bail after remaining in custody for long period.

In the present case the agreement was signed by the petitioner in the year 2011, he remain attached with the company upto January, 2013 and finally he tendered resignation in December, 2013, so it shows that for a quite long period, the petitioner was handling the scheme of training and during investigation sufficient materials have been collected against the petitioner. Even, the Senior Executive of the Company has made statement against this petitioner. It also appears that Rs.98,00,000/- was paid to the company by way of advance, so the contention of the petitioner that only Rs.10,00,000/- has been paid during his tenure is jugglery of the account rather, the fact is that transaction has taken place of Rs.98,00,000/- and later on, quite a handsome amount has also been paid to the company, which has been shared between the parties.

In such view of the matter, this Court is not inclined to grant anticipatory bail to the petitioner. Accordingly, the prayer for bail is rejected. However, if the petitioner surrenders before the Court below within four weeks from today and prays for regular bail, the Court below will consider the same and pass appropriate order without being influenced by the order of this Court.

(Shivaji Pandey, J)

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