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HIGH COURT OF CHHATTISGARH, BILASPUR

MCRCA No. 1306 of 2020

- Yogeshwar Nand Netam, S/o Patiram Netam, Aged About 25 Years By Caste Gond, R/o H.No. 1, Satguru Ward, Schoolpara, Gram Panchayat Harangarh, Post Donde, Tahsil Pakhanjore, District U.B. Kanker Chhattisgarh

---- Petitioner

Versus

- The State Of Chhattisgarh, Through Police Station Kanker, District U.B. Kanker Chhattisgarh

---- Respondent

MCRCA No. 1317 of 2020

- Jagendra Kavde S/o Chandansingh Kavde, Aged About 19 Years, By Caste Gond, R/o Schoolpara, Koudo, Khasgaon, Tahsil Antagarh, Distt. U.B. Kanker Chhattisgarh

---- Petitioner

Versus

- The State Of Chhattisgarh Through Police Staion Kanker, Distt. U.B. Kanker Chhattisgarh

---- Respondent

For Applicants Mr. Parag Kotecha, Advocate
For Respondent /State Mr. HS Ahluwalia, Dy. AG

SB: Hon'ble Mr. Justice Prashant Kumar Mishra

Order On Board

10/12/2020

1. Heard.

2. These are the two applications filed under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail to the applicants, who are apprehending their arrest in connection with Crime No.233/2020 registered at Police Station Kanker, District U.B. Kanker for the offence punishable under Sections 420, 34 of the IPC.

3. The present applicants along with co-accused Pradeep Kumar Nishad and Ashok Manjhi have induced the complainant to pay Rs.5 lakhs for obtaining tender of fitting electric meters on behalf of Zinius Pavan Infrastructure Company, Delhi (in short "Zinius"). In June 2019, complainant Prakash Kumar Nishad paid Rs.1,16,000/- and thereafter, all the accused persons got executed a notarized agreement on behalf of Zinius. The complainant was asked to arrange labourers for fitting of electrical meters and when he brought six labourers, he was directed to pay Rs.3000/- each for six labourers for insuring them. It is also alleged that the accused persons have taken further amount of Rs.2,50,000/- from Omdeep Nishad and thus, both the victims were defrauded to the tune of Rs.3,93,000/- even though the accused persons are not at all concerned or connected with Zinius.

4. It is argued that the applicants have not taken the amount, therefore, they are entitled to be released on anticipatory bail.

5. On the other hand, learned counsel for the State opposes the bail application.

6. In the FIR itself, it is mentioned that the applicants were also present when the forged notarized agreement was executed on behalf of Zinius. In the diary statement of both the victims, there is clear allegation against the applicants also that they had approached the victims for payment and the notarized agreement was executed in their presence. Thus, their active participation is evident from the material available in the case diary.

7. Considering the entire facts situation of the case, this Court is not inclined to extend the benefit of Section 438 of Cr.P.C. to the applicants.

8. Accordingly, the applications are dismissed.

Sd/-

(Prashant Kumar Mishra)

Judge

Gowri