

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.24326 of 2020

Arising Out of PS. Case No.-23 Year-2019 Thana- INARWA District- West Champaran

GAISUL AJAM Son of Hasmuddin Ansari Resident of Village - Inarwa Bazar, Police Station - Inarwaa, District - West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Santosh Bhagat, son of Panchanand Bhagat, r/o village Inarwa Bazar, P.S. Inarwa, Distt. West Champaran.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Yogesh Chandra Verma, Sr. Advocate
For the infomrant/O.P. No.2	:	Mr. Sanjeev Kumar Srivastava, Advocate
For the State	:	Mr. Madhura Nand Jha, A.P.P.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

5 29-01-2021 Heard Mr. Yogesh Chandra Verma, learned senior counsel for the petitioner, Mr. Sanjeev Kumar Srivastava, learned counsel for the informant/opposite party No. 2 and Mr. Madhura Nand Jha, learned Additional Public Prosecutor appearing for the State.

Petitioner apprehends arrest in connection with Inarwa P.S. Case No. 23 of 2019 registered for the offences punishable under Sections 341, 323, 379, 406, 420, 504, 506 of the Indian Penal Code 1860 and Section 138 of Negotiable Instrument Act.

The allegation as per the First Information Report is that the informant had given a sum of Rs.8,80,000/- to the



petitioner and in proof of the same, the petitioner executed a document on a plain paper after affixing Revenue ticket. It has further been alleged that a sum of Rs.2,50,000/- was returned by the petitioner in the year 2017, again Rs.2,50,000/- in the year 2018 through cheque and for the rest of the amount of Rs.3,80,000/-, the petitioner issued two cheques, but the same were bounced.

Learned senior counsel for the petitioner submits that the petitioner has falsely been implicated in this case with oblique motive inasmuch as the petitioner was partner of the informant and both were engaged in the business of contract. It has also been alleged that in usual transaction of business, the signed cheques of the petitioner were handed over to the informant which were misused and were produced for encashment, but the same have bounced. Learned senior counsel further submits that the petitioner denies the allegation of taking loan from the informant and on the contrary, the petitioner had given loan of Rs.5,00,000/- to the informant, and recovery for which, he has lodged Money Suit bearing No. 06/2019 on 26.03.2019. Learned counsel next submits that after Money Suit was filed by the petitioner, the present First Information Report has been lodged by the informant in April 2019. Learned



counsel also submits that even if present allegation made in the First Information Report is taken on its face value, no offence much less criminal offence is made out against the petitioner and same gives rise to money dispute between the parties.

On the other hand, learned counsel for the informant has vehemently opposed the prayer for anticipatory bail of the petitioner and submits that the petitioner had taken loan from the informant and part of the loan amount was returned by the petitioner through cheques issued by him in favour of the informant and this fact will go to show that loan was actually taken by the petitioner from the informant.

Having regard to the submissions made by the parties and taking into consideration the materials on record and the fact that Money Suit is pending between the parties filed by the petitioner, I am inclined to grant anticipatory bail to the petitioner.

Accordingly, in the event of arrest or surrender before the court below within six weeks from today, petitioner, above named, shall be released on anticipatory bail on furnishing bail bonds of Rs.10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate, 1st Class, Bettiah, West Champaran, in connection with Inarwa



P.S. Case No. 23 of 2019, subject to the condition as laid down under Section 438(2) of the Code of Criminal Procedure.

It is made clear that at the time of furnishing bails bonds all the parties shall follow the guidelines regarding social distancing.

(Anil Kumar Sinha, J)

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