

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.3684 of 2021

Arising Out of PS. Case No.-744 Year-2019 Thana- BANKA District- Banka

ANIL KUMAR AGRAWAL Son of Radheshyam Agrawal Resident of
Dharmashala Pada, Belapahar, P.S.- Belpahar, District- Jharsuguda- 766217,
Odisha.

... .. Petitioner/s

Versus

The State of Bihar Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. N.K. Agarwal, Sr. Advocate

Mr. Gautam Kumar Kejriwal

For the Opposite Party/s : Mr. Ram Priya Sharan Singh, APP

CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL ORDER

3 25-10-2021 Heard Mr. N.K. Agarwal, learned Senior

Advocate for the petitioner and Mr. Ram Priya Sharan

Singh, learned APP for the State.

The petitioner seeks bail in anticipation of his
arrest in connection with Banka P.S. Case No. 744 of
2019 dated 17.10.2019 instituted for the offences under
Sections 467, 468, 406, 420 and 120B of the Indian
Penal Code.

The petitioner, who is one of the directors of
the joint venture company, is alleged to have used two
fake/forged bank guarantees for obtaining the work



contract. The FIR has been lodged by the Chief Manager of UCO Bank who found the two bank guarantees sent to the bank for verification to be forged and fabricated.

The learned counsel for the petitioner has pointed out that the tender process which was initiated by the Road Construction Department in the State of Jharkhand was concluded finally with the joint venture viz. M/s BPL-KPL (JV), Siliguri of which the petitioner is one of the directors. A detailed statement of the bank guarantees furnished by the joint venture company has been given in paragraph-12 of the bail petition. The two fake bank guarantees have not been furnished by the petitioner's company which fact becomes evident from the averments made in paragraph-12 and 19 of the bail petition. The work has also been executed by now.

Thus, it has been submitted that it only needs to be investigated as to who had brought on record such forged bank guarantee documents. There is nothing in the case diary to indicate that those two bank



guarantees were prepared at the instance of the petitioner in his capacity as the director of the company in question or it was used for the purposes of bagging the contract.

Considering the afore-noted submissions on behalf of the petitioner, the provisional bail granted to him is hereby confirmed. The petitioner shall remain on same bail bonds.

The petition stands disposed off accordingly.

(Ashutosh Kumar, J)

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