IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.1309 of 2021

Arising Out of PS. Case No.-201 Year-2020 Thana- BEGUSARAI TOWN District- Begusarai

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RAM KISHOR SAH @ RAJ KISHOR SAH Son of Pasupati Nath Sah (Janki Devi) Resident of Village - Birpur, P.S.- Birpur, Distt.- Begusarai.

... ... Petitioner/s

Versus

The State of Bihar Bihar

... ... Opposite Party/s

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Appearance :
For the Petitioner/s : Mr. Braj Bhushan Poddar, Advocate
For the Opposite Party/s : Mr. Md. Aslam Ansari, APP

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL ORDER

2 09-07-2021 Heard Mr. Braj Bhushan Poddar, learned Advocate for the petitioner and Mr. Md. Aslam Ansari, learned APP for the State.

The petitioner seeks bail in anticipation of his arrest in connection with Begusarai Town P.S. Case No. 201 of 2020 dated 19.03.2020 instituted for the offences under Sections 406 and 420 of the Indian Penal Code.

The FIR has been lodged by the Divisional Manager of the S.B.I. Life Insurance Company, Begusarai alleging that on a detailed inquiry of certain policies, it came to light that the policy holders, in collusion with agents have obtained policies in the names of deceased persons. This obviously would benefit the policy holders, the nominees and if it is collusive, the agents as well.

As part of the exercise to unearth the aforesaid fraud in issuance of life cover policies, a detailed inquiry was made with respect to certain policies. With respect to policy no. 35117483703, it came to light that the requisition/proposal for such policy was received in the office of the Insurance Company on 04.07.2016. This policy was to be issued in the name of one Janki Devi with the petitioner as the nominee. Be it noted that the petitioner is the son of aforesaid Janki Devi. The policy was for Rs. 5 lakhs. The proposal was ratified by one Ranjan Kumar, Insurance Adviser. The date when the policy would have started running was 15.07.2016.

As part of the aforesaid exercise of the Insurance Company to inquire into certain policies about which there was some doubt, the details of the information provided in the aforesaid policy was investigated. It was found that the person on whose name the policy was proposed had died on 07.02.2016 because of Blood Cancer. This fact was confirmed by the husband of the proposed policy holder. This information was further ratified and confirmed by the local Aanganbari Sevika.

However, it has been urged on behalf of the petitioner that no further inquiry could be conducted as no document with respect to this policy was available in the local Insurance office. Because the details could not be provided during the inquiry, the policy was rescinded on 23.10.2017.

Learned counsel for the petitioner has submitted that after the inquiry into all such policies, one being in the name of the mother of the petitioner, the FIR was lodged after about 2½ years. It has further been submitted that the petitioner did not know the kind of proposal which was sent to the Head Office. The petitioner has got no idea as to the nature of policy which was proposed by the Insurance Adviser and he was even not in know of any further information except that the policy was proposed in the name of his mother who had died prior to the deposit of the proposal policy by the Insurance Adviser. Whether such proposal was mooted prior to the death of the mother of the petitioner or after, is also not known. Whether such policy proposal was at the instance of the family members of Late Janki Devi is also shrouded in mystery.

As far as the petitioner remembers, he has not signed on any document. This assertion of the petitioner cannot be investigated as there is no document available today in the Insurance office to either controvert him or support the accusation made in the FIR.

It has also been submitted that many a times, the policy advisers of the Insurance company, in order to gain mileage in their respective company for bringing in more business come up with such proposals in post-haste without verifying the details. Many a times, in this anxiety the concerned policy advisers even fail to take necessary details from the proposed policy holders or from their family members. The petitioner is in complete dark about what was proposed by the Insurance Adviser and what was the policy all about.

Apart from this, it has been submitted that after 2 ½ years of the rejection of the policy proposal, the present FIR has been lodged.

Learned counsel for the petitioner, therefore, submits that even if the entire accusation in the FIR is accepted to be true, the offence for which the petitioner is sought to be prosecuted remains inchoate. The details/bearings on which this investigation could ever proceed is completely missing and is not likely to be retrieved by the Insurance company.

Under such circumstances, it has been urged that prosecuting the petitioner in this case would render him completely helpless before a behemoth Insurance company which has all the wherewithals of pursuing its case, leaving the petitioner and many others like him hapless victims of the machinations of the Insurance Advisers.

On the aforenoted arguments, this Court is inclined to grant anticipatory bail to the petitioner.

For the reasons aforenoted, the petitioner is directed to be released on bail, in the event of his arrest or surrender before the court below within a period of eight weeks from the date of receipt/production of a copy of this order, on his furnishing bail bonds in the sum of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate, Begusarai in connection with Begusarai Town P.S. Case No. 201 of 2020, subject to the conditions as laid down under Section 438(2) Cr.P.C.

(Ashutosh Kumar, J)

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