(Proceedings through video conferencing)

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

MCRCA No.983 of 2021

1. Vrishketu Singh, S/o Anand Singh, aged 35 years.
2. Kamlesh Singh Parmar, S/o Ramadhar Singh, aged about 47 years.
   Both R/o Ward No.7, Wadrafnagar, P.S. Basantpur, District Balrampur Ramanujganj (CG)

---- Applicants

Versus

- State of Chhattisgarh, through Station House Officer, P.S. Shankargarh, District Balrampur Ramanujganj (CG)

---- Non-applicant

For Applicants	:	Mr. Shakti Raj Sinha, Advocate
For Non-applicant	:	Mr. Vimlesh Bajpai, Govt. Advocate

Hon'ble Mr. Justice Parth Prateem Sahu

Order On Board

23/8/2021

1. At the outset, learned counsel for applicants submits that during pendency of this application, **applicant No.2-Kamlesh Singh Parmar** has been arrested by police, hence his bail application has become infructuous.

2. In view of above submission, this anticipatory bail application so far as it relates to **applicant No.2 Kamlesh Singh Parmar**, is dismissed as having become infructuous.

3. This is an application under Section 438 of CrPC for grant of anticipatory bail to **applicant No.1 Vrishketu Singh** as he apprehends his arrest in connection with Crime No.83/2021 registered at Police Station Shankargarh, District Balrampur Ramanujganj (CG) for commission of offence punishable under Section 420 of IPC.

4. Case of the prosecution, in brief, is that complainant Rameshwar Lakda submitted written complaint in the police station concerned on 23.1.2021 mentioning therein that he

has purchased tractor from Kusmunda Tractors, Balrampur on finance. Applicant along with co-accused Kamlesh Singh Parmar got the tractor financed from two finance companies i.e. Mahindra & Mahindra Financial Company, Balrampur and Kotak Mahindra Finance Bank Ltd., Ambikapur. The complainant had deposited amount of loan with Mahindra & Mahindra Financial Company. After lapse of some time, complainant received notice from Kotak Mahindra Bank mentioning non-payment of loan, which was taken to applicant and co-accused Kamlesh Singh Parmar and they have assured the complainant that they will take care of notice. Subsequently, Field Officer of Kotak Mahindra Bank has pulled tractor of complainant from his office for non-payment of loan amount. Based on this written complaint, instant crime is registered against applicant and co-accused Kamlesh Singh Parmar.

5. Mr. Shakti Raj Sinha, learned counsel for applicant would submit that applicant is working as Agent and co-accused Kamlesh Singh Parmar is owner of Kusmunda Tractors, Balrampur. There is no involvement of applicant in any manner in the proceedings of finance, the amount of finance from Kotak Mahindra Bank was directly deposited in bank account of Kusmunda Tractors owned by co-accused Kamlesh Singh Parmar, hence, offence, if any, is committed by co-accused Kamlesh Singh Parmar. He further referred to document Annexure A-2 and submitted that as tractor is purchased for carrying out agriculture activities, therefore, after accepting margin money/down payment, the tractor was handed over to complainant, it is the purchaser of vehicle who got the vehicle financed and there is no role of present applicant in getting the vehicle financed. Referring to document Annexure A-4, he submits that co-accused Kamlesh Singh Parmar, owner of Kusmunda Tractors, Balrampur has written letter dated 21.4.2020 mentioning that he will return back money of Kotak Mahindra Bank Ltd. with interest and if lockdown is opened by

5.5.2020 then the case will be solved by 30.5.2020. He submits that applicant is only small agent / dealer of tractor, hence he may be enlarged on anticipatory bail.

6. Mr. Vimlesh Bajpai, learned Government Advocate for the State opposes the submissions made by learned counsel for applicant and submits that as per material collected by the prosecution, it is applicant who had twice visited house of complainant, purchaser of tractor, for getting the vehicle financed. Applicant visited along with one Sadanand Gupta (Relationship Manager) and got the documents signed for availing finance facility of Rs.4,80,000/- against the tractor purchased by complainant from Kusmunda Tractors. Sadanand Gupta sent the documents to the Head Office, the same were accepted and finance amount of Rs.4,80,000/- has been directly deposited in bank account of Kusmunda Tractors. When the amount of instalment is not deposited, Sadanand Gupta again visited residence of complainant, purchaser of tractor, and the complainant informed him that he has been regularly depositing installments with Mahindra & Mahindra Financial Company. The complainant also informed Sadanand Gupta that after obtaining his signature on documents, present applicant again came with the official of Mahindra & Mahindra Financial Company, stated that his loan papers could not be accepted by Kotak Mahindra Bank, therefore, it is to be financed from Mahindra & Mahindra Financial Company. He further referred to the statement of one Dhananjay Tripathi, who is working as Cluster Manager, Tractor Division, Kotak Mahindra Bank Limited and submitted that it has come in the statement of this witness that on 17.4.2020 Estate Manager of Kotak Mahindra Bank by name Vipin Chandrakar has informed him through email that tractor was financed by two finance companies. Applicant also admitted that one tractor is got financed from two finance companies and assured for return of entire finance amount with interest. He submits that applicant is involved in entire

act of getting one vehicle financed from two finance companies, hence, he is not entitled to be enlarged on anticipatory bail.

7. I have heard learned counsel for parties. Perused the case diary.

8. Taking into consideration the nature of allegations; material collected by prosecution during the course of investigation, statements of Dhananjay Tripathi, Sadanand Gupta and complainant Rameshwar Lakda, I do not find it to be a fit case where applicant should be extended benefit of anticipatory bail.

9. Accordingly, this anticipatory bail application is rejected.

Sd/-
(Parth Prateem Sahu)
Judge

roshan/-