

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUROrder reserved on 16-12-2020Order delivered on 06-01-2021MCRCA No. 1503 of 2020

1. Bhagwat Sridhar S/o Shri B.M. Ram Aged About 37 Years Caste Brahmin, R/o. Behind Railway School, Near Khairmata Mandir, Manendragarh, District Koriya (Chhattisgarh)
2. Vikram Kumar Yadav S/o Sitaram Yadav Aged About 39 Years Caste Ahir, R/o House No. 2, Ward No. 01, Chanwaridandh, Manendragarh, District Koriya (Chhattisgarh)

---- Applicants

Versus

- State Of Chhattisgarh Through P.S. Kotadol, Distt. Koriya (Chhattisgarh)

---- Respondent

For Applicants Mr. Mukesh Sharma, Advocate

For Respondent /State Mr. Ravish Verma, G. A.

Hon'ble Mr. Justice Prashant Kumar Mishra**CAV Order**

1. Heard.
2. The applicants have preferred this application for grant of anticipatory bail, as they apprehend their arrest in connection with Crime No.62/2020, registered at Police Station Kotadol Distt. Korea for offence punishable under Sections 420, 34 of the I.P.C.
3. As per the prosecution case, complainant namely Mohan Lal Singh obtained financial assistance of Rs. 2 Lakhs from Choramandalam Investment and Finance Company Limited (for short 'Choramandalam') in the year 2016 for purchase of Tractor.

On 16.03.2016, the tractor and allied equipments were delivered to the complainant and agreement was executed between the parties. On default in repayment of the amount, the applicants being the employees of Cholamandalam, repossessed the vehicle and sold it to one Samim Khan without knowledge of the complainant.

4. Learned counsel for the applicants would refer to the documents Annexures A2 to A5 to argue that when the first default was made and the vehicle was repossessed, the complainant made repayment of installments to obtain possession of the vehicle, however, when he again committed default in repayment, the vehicle was repossessed in terms of the authority saved with Cholamandalam under the agreement. It is also argued that the complainant was regularly paying the installments and as a matter of fact some additional amount was paid by him which was refunded to him on 13.11.2018. He would submit that no fraud or cheating has been committed by the applicants.
5. Learned State counsel would oppose the prayer for grant of anticipatory bail.
6. A perusal of the material available in the case diary would indicate that the dispute may be in relation to sale of tractor to Samim Khan, however, in the record of Cholamandalam the vehicle belongs to the complainant. It is mentioned in the FIR that though the possession of the tractor remained with him the applicants informed that it has been sold to Samim Khan. It is also reflected

from the contents of the FIR that the complainant agreed to lease out his tractor to Samim Khan for Rs. 30,000/- per month. However, the agreed amount was paid to him and instead regular amount was drawn from his bank account towards repayment of installments.

7. Considering the nature of allegations, it appears there are series of transactions between the parties from 2016 to October, 2019. As per the FIR itself, on some repayment being made the vehicle was handed over to the complainant and thereafter the dispute concerning leasing out the vehicle to some other person commenced. The applicants being employees of Cholamandalam had no personal interest in the matter and presently the vehicle is not in their possession.
8. Therefore, considering all relevant aspects of the matter particularly, for the fact that the offence is triable by the JMFC and their custodial interrogation does not seem to be necessary, I am inclined to release the applicants on anticipatory bail.
9. Accordingly, the anticipatory bail application is allowed and it is directed that in the event of arrest of the applicants, they shall be released on anticipatory bail on each of them executing a personal bond for a sum of Rs.50,000/- with one surety in the like sum to the satisfaction of the arresting officer with the following conditions:-
 - (i) they shall make themselves available for interrogation by a police officer as and when required;

- (ii) they shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;
- (iii) the applicants shall not influence the witnesses during pendency of the trial.

SD/-
(Prashant Kumar Mishra)
Judge

Gowri