

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.38824 of 2022

Arising Out of PS. Case No.-100 Year-2021 Thana- GHOSI District- Jehanabad

Sablu Kumar @ Yadav @ Sablu Yadav S/o Mahesh yadav Resident of
Village- Uber, P.S.- Ghoshi, District - Jehanabad.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Bhaskar Shankar, Advocate

For the Opposite Party/s : Ms. Nirmala Kumari, APP

CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL ORDER

2 23-09-2022 Heard learned counsel appearing on behalf of the

petitioner and learned counsel appearing on behalf of the State

through virtual Court proceedings.

Let the defect(s), if any, be removed within a period
of four weeks from today.

The petitioner seeks bail in connection with Ghoshi
P.S. Case No. 100 of 2021 registered for the offence under
Sections 406 and 420 of the Indian Penal Code

The accused/petitioner is named in the F.I.R. and is in
custody since 23.02.2022.

The allegation against the petitioner is of criminal
breach of trust and also of cheating, as he did not pay rent of
tractor at the rate of Rs. 15,000/- per month to the informant and
also failed to return the tractor, which was provided to petitioner



on rent, in furtherance of written agreement dated 01.07.2020.

Learned counsel appearing on behalf of the petitioner submitted that admittedly, tractor was taken on rent at the rate of Rs. 15,000/- per month, in furtherance of written agreement by petitioner. It is admitted possession that alleged tractor was under hypothecation of M/s Shri Ram Finance Company, and as informant failed to pay monthly installment, said tractor was seized from petitioner, where seizure memo was supplied to the informant. It is submitted that facts and circumstances clearly suggests that no case is made out against this petitioner, as of criminal nature, and it maximum appears of rent recovery. While concluding the argument, it has been submitted that investigation has been completed, for which, charge-sheet has been submitted, as such, there is no chance of tampering with the evidence.

Learned APP, while opposing the prayer of bail, fairly conceded that tractor in issue was taken by petitioner under written agreement with informant.

Considering the facts and circumstances as mentioned above, as F.I.R. itself speaks that tractor under issue seized by M/s Shri Ram Finance Company, which was given to this petitioner on rent in furtherance of written agreement coupled



with the fact that charge-sheet has been submitted, let the petitioner, above named, is directed to be released on bail in connection with Ghoshi P.S. Case No. 100 of 2021 on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Jehanabad/concerned court, subject to the conditions as mentioned under Section 437 (3) of the Cr.P.C.

(Chandra Shekhar Jha, J)

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