

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58103 of 2021

Arising Out of PS. Case No.-147 Year-2019 Thana- BELAGANJ District- Gaya

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ROHIT KUMAR @ ROHIT SHARMA, Son of Ram Pravesh Sharma
Resident of Village - Kewari, P.S.- Mahakar, Distt.- Gaya.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Manish Kumar No2

For the Opposite Party/s : Mr. Manoj Kumar

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH

ORAL ORDER

3 19-05-2022 Heard learned counsel appearing on behalf of the
petitioner and learned A.P.P. for the State.

Let the defect(s), if any, be removed within two weeks
of the complete start of the physical Court in normal course.

The petitioner seeks regular bail in connection with
Belaganj P. S. Case No. 147 of 2019 for the offences punishable
under Sections 406, 420 and 385 of the Indian Penal Code.

The allegation levelled against the petitioner in the
F.I.R. is that he was engaged as Clerk (Munsi) in a company,



namely, Westlink Trading Private Limited, who had been granted mining lease and the said company has engaged the present petitioner as Munsif and on behalf of the company the petitioner was required to issue daily challan to the miners with whom the company had entered into contract. The informant is one of the sub-contractors who had entered into the agreement with the company for 11 months of lease. It is further alleged that the informant has deposited Rs. 24,00,000/- in cash out of the agreed amount of Rs. 58,00,000/-. It has further been alleged that in lieu of daily challan, the informant had also deposited four cheques to be withdrawn by the company in the hand of the present petitioner. But without rescinding the contract, the informant was not allowed to quarry in the area in spite of the fact that the entire contractual amount was paid in the name of the company. The contract was for 11 months.

The learned counsel for the petitioner submits that the only responsibility which has been saddled on the petitioner by the company is to issue daily challan to different sub-contractor. In the present case, it is admitted that the informant had deposited Rs. 24,00,000/- in cash out of total amount of agreement which is Rs. 58,00,000/-. The informant had also handed over four cheques for the remaining amount which were



not encashed by the petitioner and those cheques were in favour of the company. The petitioner is in custody since 22.03.2021.

Shri Ajit Kumar, learned APP for the State has submitted that in paragraph 62 of the case-diary it has come that all the cheques deposited by different persons in the name of the petitioner were post-dated cheques and they would not encash. The petitioner has not only committed fraud with the informant and other persons but also he has committed fraud with the company which has entered into such contract with the informant and other persons for 11 months. The informant had to face both financially and his reputation has also been put on threat.

Having heard the rival submissions of the parties and perused the allegation levelled in the F.I.R. It appears that the sub-contractors had entered into agreement with the aforesaid company and they had issued certain post-dated cheques in favour of the petitioner which was not encashed by the petitioner. The petitioner has committed fraud by showing his identity to be the owner of the company, namely, Westlink Trading Private Limited. The informant was deprived from further quarry as per the agreement which was for 11 months, even though the informant had deposited 24 lakhs in cash and



had also tendered post-dated cheques believing that the petitioner is the owner of the company.

Admittedly, the petitioner has committed fraud, but taking into consideration the fact that the cheques have not been encashed by the petitioner, the petitioner is directed to be released on **provisional bail** on furnishing bail bond of Rs.25,000/- (Rupees twenty five thousand) with two sureties of the like amount each to the satisfaction of the learned Additional Chief Judicial Magistrate -II, Gaya in connection with elaganj P. S. Case No. 147 of 2019 , subject to the following conditions:-

(1) Bailors should be local having sufficient immovable property within the jurisdiction of the Court concerned.

(2) Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the Court.

(3) If the petitioner tampers with the evidence or the witnesses of the case, in that case, prosecution will be at liberty to move for cancellation of bail of the petitioner.

(4) If the petitioner is found involved in similar nature of offence, after his release on bail, the trial Court shall take steps to cancel his bail bonds.

(5) The court below shall take steps within three



weeks to compensate the informant for the losses which has incurred due to discontinuation of his agreement in the midst of his agreement. And after being satisfied that the informant has been compensated, the provisional bail granted to the petitioner shall be made absolute.

(Purnendu Singh, J)

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