

IN THE HIGH COURT OF ORISSA AT CUTTACK

ABLAPL No.7928 of 2022

Biswo Bihari Nayak ***Petitioner***
Mr.Rama Chandra Panigrahy, Advocate

-versus-

State of Odisha ***Opp.Party***
Mr.S.K.Panigrahi, A.S.C..

CORAM:

JUSTICE A.K. MOHAPATRA

ORDER

22.07.2022

Order No.

01. 1. This matter is taken up through Hybrid Arrangement (Virtual /Physical Mode).
2. Heard learned counsel for the Petitioner and learned Additional Standing Counsel. Perused the records.
3. The present bail application arises out of a complaint case bearing I.C.C.Case No.217 of 2021 which corresponds to G.R.Case No.734 of 2022 pending before the learned J.M.F.C.(R), Cuttack relating to Jagatpur P.S.Case No.127 of 2022 for alleged commission of offence under Sections 406, 409, 420, 468, 471/34 of the Indian Penal Code.
4. It is submitted by the learned counsel for the Petitioner that two business entities have entered into an agreement and they have commercial relationship. It is further contended by the learned counsel for the Petitioner that M/s.Stanley Black & Decker India Pvt. Ltd., a Private company and M/S. Aditya Trade & Co., a proprietorship concern are represented by authorized representative

and Proprietor Mr.Achintya Swain respectively. The complaint case out of which the present bail application arises has been filed by the Proprietorship concern namely, M/s Aditya Trade & Co. represented through its Proprietor Achintya Swain making allegation against the Officers of the M/S. Stanley Black & Decker India Pvt. Ltd.. Learned counsel for the Petitioner drawing the attention of this Court to a Memorandum of Settlement under Annexure-2 submits that the trade dispute were amicably resolved and according to the said Memorandum of Settlement the dispute was settled for Rs.6,77,613/- out of which it was decided that the complainant shall pay Rs.4.36 lakhs in two phases comprising of Rs.2.50 lakhs by 25th October 2019 and the balance Rs.1.86 lakh by 10.11.2019. It is further agreed that after receiving the aforesaid Rs.4.36 lakh on or before 10.11.2019 the company to which the Petitioner belongs will take back the materials of Rs.2,00,000/- and the balance amount of Rs.41,613 will be adjusted against pending bills.

5. On a perusal of the Memorandum of Settlement under Annexure-2 it appears that both the sides have signed the same. In such view of the matter, learned counsel for the Petitioner submits that the present dispute arises out of a pure commercial transaction and the complainant is trying to give it a colour of criminal case only with an intention to harass the Officers of M/S Stanley Black & Decker India Pvt. Ltd.

6. Learned Additional Standing Counsel on the other hand submits that there is no doubt that the present dispute arises out of a commercial transaction. However, serious allegations have been made in the complaint case. Further, it is submitted that in the event, this Court is inclined to grant bail to the Petitioner, then necessary orders be passed directing the Petitioner to appear before the trial court in course of trial on each and every date without fail.

7. Having heard learned counsel for the respective parties and upon perusal of the documents and records, this Court is of the considered view that the offence involved in the present case arises out of a pure commercial transaction. In view of the Memorandum of Settlement under Annexure-2, the same can be amicably resolved. While working out the terms of the agreement under the Memorandum of Settlement under Annexure-2 some disputes arose, as a result of which the present criminal case has been lodged. Considering the aforesaid facts this Court directs that in the event of arrest of the Petitioner by the Arresting Officer, the Petitioner shall be released on bail subject to such terms and conditions as would be deemed fit and proper and in the facts and circumstances of the present case. Further release of the Petitioner on anticipatory bail shall also be subject to the condition that the Petitioner shall cooperate with the investigation and he shall appear before the I.O. as and when required and shall appear before the trial court on each date fixed and violation of any of the conditions shall entail cancellation of bail..
8. With the aforesaid observation, the ABLAPL stands disposed of.
9. Issue urgent certified copy of this order as per Rules.

(*A.K. Mohapatra*)
Judge

