IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2306 of 2022

Arising Out of PS. Case No.-100 Year-2019 Thana- CHAINPUR District- Kaimur (Bhabua)

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Ritesh Kumar Singh @ Ritesh Singh Son Of Rajendra Prasad Singh R/O Village- Mahavir Tola Ara, P.S.- Mufassil, Ara, District- Bhojpur (Ara).

... ... Petitioner.

Versus

1.The State of Bihar.

2. The Branch Manager, Indusind Bank, Dihri on Sone Branch, Pali Road, P.S. Dihri, District Rohtas (Sasaram). ... ... Opposite Parties.

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Appearance :

For the Petitioner : Mr. Surendra Kumar Singh, Advocate

For the Opposite Parties : Mr. Dr. Mrityunjaya Kr. Gautam, APP
Mr. Chandra Mohan Jha, Advcoate
Mr. Rakesh Kumar Mishra, Advocate

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CORAM: HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN

CAV ORDER

13 11-10-2023 Heard learned counsel for the parties.

2. The petitioner apprehends his arrest in Complaint Case No. 1035 of 2016 registered for the offences punishable under Sections 406, 420, 467, 468 & 120B of the Indian Penal Code pending in the Court of learned Additional Chief Judicial Magistrate, Bhabhua.

3. The prosecution case is based on the written complain filed by one Anuj Prasad Gupta stating therein that, the complainant was trying to acquire a loan for the purchase of tractor. When he approached to one Jitendra Singh, who introduced himself as an Agent of Indusind Bank, Dehri-On-Son Branch and Rajiv Singh as Branch Manager of the same bank and assured the complainant that his loan would be sanctioned from the aforementioned branch of the bank. For this purpose, the Co-accused Jitendra Singh on 12.02.2014, met and obtained the signatures of the complainant on several forms printed in English and took Rs.20,000/- from him. However, when the loan was not sanctioned in the favor of the complainant and he had no information, the complainant made alternative arrangements to purchase the tractor and asked the co- accused persons to cancel the request for the loan at the Indusind Bank, which the co-accused persons assured they would do and informed him that his loan had been cancelled.

3.1. It is the further case of the complainant that he received a legal notice demanding repayment of loan sanctioned from Indusind Bank for the purchase of one Scorpio Jeep Bearing Engine No. Mwd4M21860 and Chasis No. Maithimwne2a 17575, and the loan amount of Rs. 5,80,000/- which had been transferred to the petitioner's Agency i.e., Rohit Automobiles, Ara for the said purchase. On further inquiry, it was discovered that the Scorpio Jeep was purchased by another person and the registration of the said vehicle was in the name of one Indrabhan Singh and on confronting the co-accused persons, it was discovered that a loan was dishonestly sanctioned in the name of the complainant and burden of payment was endowed on the complainant.

4. It is contended that the allegations leveled against the petitioner is completely false, baseless and misleading and as such the petitioner is absolutely innocent, has committed no offence and has been falsely implicated in the present case by the complainant on the mere hypothetical assumption and suspicion of the complainant, that too, without any valid and cogent material to suggest the complicity of the petitioner with the offence in question.

4.1 It is further contended that as a matter of fact even according to the admitted case of the complainant and on a bare perusal of the FIR, it is apparent that the entire allegation with reference to the petitioner are false, baseless and misleading on account of the fact that the petitioner has never approached the complainant for the sanction of any loan and, subsequently, also never received any amount from the complainant at any point of time. The petitioner is an ordinary person, who works as Dealer-Cum-Manager of Rohit Automobiles, Ara and sells the cars and as such his entire role in present case was only to provide quotation to customers on the request of the purchaser/ customers for the purpose of the financing new purchases, and on the basis of the said quotation, it is the responsibility of the customer/purchaser to arrange the loan sanction and approve the release of the loan after discussions with the bank after which the loan amount is directly released and, thereafter, the purchased vehicle is released in the name of the person designated in the loan agreement.

4.2 It is lastly contended on behalf of the complainant that Mr. Rajiv Kumar, the Branch Manager of the Indusind Bank has been removed from the service due to such irregulariteis as he has not only cheated the complainant but also several other customers in the same manner. One similarly situated co-accused, namely, Jitendra Kumar Singh @ Jitendra Singh has already been enlarged on anticipatory bail by a co-ordinate Bench of this Court vide order dated 05.05.2023 passed in Cr. Misc. No.70115 of 2022. It is, accordingly, submitted that petitioner has no role in the alleged forgery and he may be granted anticipatory bail.

5. A counter affidavit has been filed on behalf of the complainant opposing the prayer for bail. In the counter affidavit it is, *inter alia*, stated that the papers which was prepared by the Bank on behalf of the dealer, the chasis number and engine number both were mentioned with type of vehicle was certainly in the name of the complainant but intentionally by detaching complainant with no information the same was given to one Mr. Indra Bhan Singh, which clearly indicates that it was the dealer only who for the benefit of his own with connivance with the other accused intentionally delivered the said vehicle to other person instead of the complainant. It is further contended that the petitioner has been found with all sort of cheating with the complainant in delivering the said vehicle to other person in place of complainant. It is further contended that petitioner is a habitual offender for similar type of offence and he is accused in one another case and besides that he has been made accused in Consumer Forum by another consumer. In view of the aforesaid, it is prayed that the petitioner does not deserve anticipatory bail.

6. Having heard learned counsel for the parties and on perusal of the materials available on record, it appears that petitioner has played an active role in association with bank officials in this nefarious game and cheated the complainant. With regard to the submission made on behalf of the petitioner that similarly situated co-accused has already been granted anticipatory bail, the petitioner of that case was an agent, who introduced the complainant with the Bank Manager, being co-villager of the complainant, and his role was limited only to the extent of introducer only but the petitioner played an active role.

7. In view of the aforesaid, I am not inclined to enlarge the petitioner on anticipatory bail. The prayer for anticipatory bail of the petitioner is hereby rejected. However, if the petitioner surrenders before the learned Court below within six weeks from today and seek regular bail, the learned Court below would pass order on the same day in accordance with law without being prejudiced by this order.

(Anjani Kumar Sharan, J)

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