

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.29055 of 2022

Arising Out of PS. Case No.-180 Year-2022 Thana- ARA NAGAR District- Bhojpur

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SUNNY KUMAR SINGH Son of Sri mithilesh Kumar Singh Resident of
Village - Rauza , Ward No.28, P.S.- Ara Town, Distt.- Bhojpur at Ara , Pin
code - 802301 (Bihar)

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Krishna Kumar Singh Son of Late Radha Mohan Singh Incharge Head
Clerk, Ara Municipal Corporation, P.S.- Ara Town, Distt.- Bhojpur at Ara,
(Bihar)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Uday Kumar

For the Opposite Party/s : Mr.Parmeshwar Mehta

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

2 05-07-2023 Heard learned counsel for the petitioner and learned
APP for the State.

This application has been filed for quashing of F.I.R
vide Ara Town P.S. Case No. 180 of 2022 registered for the
offences under Sections 409, 467, 471 and 420 of the Indian
Penal Code.

It has been submitted by learned counsel for the
petitioner that no offence is made out against the petitioner as
for any Breach of Contract which was entered into between the
petitioner and the Government of Bihar and therefore, F.I.R.
cannot be filed against him. He also submits that the present



case is a *mala fide* one, only to wreak vengeance upon the petitioner this F.I.R. has been lodge by the informant.

Learned counsel for the State submits that after reading of the entire F.I.R, criminal offence is made out against the petitioner because of the sub-standard work, the present F.I.R was filed by the informant.

I have considered the submissions both the parties.

It is the case of the petitioner that he entered into a contract with the Government of Bihar. As per Clause 13 of the contract, if there was some sub-standard work done by the petitioner, he is duty bound to rectify/re-construct the sub-standard work.

The Clause 13 of the contract reads as follows:-

“If it shall appear to the Engineer-in-Charge or his subordinate in change of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for at otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the inadvertently passed certified and paid for. forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may remove the materials or



articles so specified by the Engineer-In-Charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may certify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

This civil dispute has been given colour of criminal dispute and the present F.I.R. is also *mala fide* in view of the law laid down by the Hon'ble Supreme Court in the case of ***State of Haryana Vs. Ch. Bhajan Lal & Others*** reported in ***AIR 1992 SC 604***, this application is allowed and the F.I.R vide Ara Town P.S. Case No. 180 of 2022 registered for the offences under Sections 409, 467, 471 and 420 of the Indian Penal Code is hereby quashed.

(Sandeep Kumar, J)

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