IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.44601 of 2023

Arising Out of PS. Case No.-1119 Year-2022 Thana- GAYA COMPLAINT CASE District-Gaya

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1. Jagat Pal Singh S/O- Karam Pal Singh R/O- H.No-1302/3, Street No-5, East Rajiv Nagar Ps- Sector-14, Gurgaon Haryana
2. Paramjit Singh Son Of Bahadur Singh H.No- 937, Sec-15, Part Ii, Ps- Civil Lines Gurgaon Haryana
3. Prabhjeet Singh Son Of Paramjit Singh H.No- 937, Sec-15, Part Ii, Ps- Civil Lines Gurgaon Haryana

... ... Petitioner/s

Versus

The State of Bihar

... ... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Ashish Giri
	:	Mr. Sumit Kumar Jha
	:	Ms. Riya Giri
For the Opposite Party/s	:	Mr. Ganesh Prasad Singh
	:	Md. Javed Jafar Khan

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CORAM: HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN
ORAL ORDER

2 23-08-2023 Heard learned counsel for the petitioners and learned APP for the State assisted by learned counsel for the complainant.

2. The petitioners are apprehending their arrest in a case registered for the offences punishable under Sections 406, 420, 467, 468, 471, 389/34 and 120B of the Indian Penal Code pending in the learned court below.

3. As per the complaint case, complainant being a supplier of shuttering and scaffolding materials had entered into an agreement on 16.05.2018 with the complainant and accordingly supplied the said materials on the complainant's site

at Pragati Nagar on hire basis from time to time as per the requirement and instruction of the informant. Further the complainant had given one cheque without date of the full value cost of material required along with two month's rent as advance and 6 PDCs of monthly rent. The cheque was not given for discharge of any liability at all. Later on, the accused asked the complainant to give another cheque in substitution of previous one as the earlier one had been lost by him. In good faith, the complainant gave another undated and unfilled cheque of **Madhya Bihar Gramin Bank**. On 09.10.2019, all of sudden he got notice that Rs.15,00,000/- is due against the complainant.

4. It is submitted by learned counsel for the petitioners that the petitioners are innocent and have been falsely implicated in this case. In this present case, petitioner no.1 is the manager and petitioner nos.2 & 3 are the directors of the **M/s Baba Jagta Shuttering Pvt. Ltd.** Petitioner no.1 has previously lodged a complaint case against the complainant and his four partners bearing Complaint Case No.51602 of 2019 dated 07.11.2019. The complainant of the present case entered into an agreement with **M/s Baba Jagta Shuttering Pvt. Ltd.** for supply of shuttering and scaffolding materials dated 16.05.2018. The total outstanding amount towards the rent and cost of

shuttering materials at the desired place was Rs.15,34,604/- and in lieu of the outstanding balance and towards the discharge of part legal liabilities, the complainant of this case issued a cheque bearing Cheque No.406346 dated 26.09.2019 of A/c No. 74582100000068 of **Madhya Bihar Gramin Bank, Nai Godown** for Rs.12,98,000/- to the petitioners in discharge of his liabilities. However, on presentation of the cheque to the bank the same got dishonoured due to insufficient funds, then the petitioners' company sent a legal notice on 09.10.2019 and thereafter filed a complaint case under Sections 138/141 of the Negotiable Instruments Act, 1881. Thus, it is apparent from the complaint case itself that this present complaint case is a counterblast case and has been filed with mala fide and dishonest intention in order to pressurize the petitioners to withdraw the complaint case filed by petitioners' side.

5. It is further submitted that the petitioners have never entered into any Memorandum Of Understanding (MOU) with the complainant for any dispute in reference to the agreement. It is alleged that MOU has been signed by petitioner no.1, and petitioner no.1 has never been authorized to entered into any such MOU by the Board of Directors of the **M/s Baba Jagta Shuttering Pvt. Ltd.** Petitioner no.2 is capacity of

director of **M/s Baba Jagta Shuttering Pvt. Ltd.** has also filed an F.I.R. bearing Sector 37 P.S. Case No.50/2023 dated 14.03.2023 under Sections 406/420 of the Indian Penal Code, alleging that the complainant has prepared a forged and fabricated document i.e. the MOU and has also forged signature of petitioner no.1, namely, Jagat Pal with sole intention to usurp materials worth lacs.

6. It is further submitted that the complainant has also filed a quashing application under Section 482 of the Cr.P.C. seeking quashing of complaint case no. 51602/2019 before the **Hon'ble High Court of Punjab and Haryana** which was heard and granted stay vide order dated 13.09.2022. However, the stay vacated later on, vide order dated 15.03.2023 on the ground that MOU in question was never signed by **M/s Baba Jagta Shuttering Pvt. Ltd.** company and the same is a forged document.

7. It is lastly submitted by counsel for the petitioners that the matter is related to business transactions and as per para-17 of the agreement between the complainant and **M/s Baba Jagta Shuttering Pvt. Ltd.** dated 16.05.2018 which talks about dispute resolution and states that in event of dispute arising out of or in connection with this agreement the parties

undertake to settle the dispute by engaging in good faith with each other by the process of mediation before commencing arbitration or litigation. However, no such effort has been taken by the complainant to mediate the dispute and has directly lodged this false and fictitious complaint case to harass and trouble the petitioners. Petitioners have fair and clean antecedent. Therefore, they must be enlarged on privilege of anticipatory bail.

8. Learned APP for the State assisted by learned counsel for the complainant oppose this bail application by submitting that petitioners along with others co-accused in criminal connivance with each other forged one of the said cheque and inserted date and amount on the cheque and used it to extort money from the complainant.

9. Learned counsel for the complaint further submits that the Cheque No.406346 dated 26.09.2019 was drawn in the name of **M/s Baba <u>Gagta</u> Shuttering Pvt. Ltd.** which is not the accused and when Bank A/c of no such name was found in **Axis Bank Ltd.** New Railway Road Branch, Gurgaon, Haryana, the accused has lodged false complaint case with the help of the Banker. Petitioners by mis-representing and suppressing several facts lodged a complaint in the court of **Illaqa Magistrate,**

J.M.I.C., Gurugram and when bailable warrant was served upon the complainant and his family members on 29.04.2022, then only the complainant know about the false complaint case filed by the petitioners. Thus, the petitioners and other co-accused in connivance with each other cheated complainant, therefore, they must not be enlarged on privilege of anticipatory bail.

10. Considering the aforesaid facts and circumstances and the fact that there is business transaction dispute between the parties, let the petitioners, named above, in the event of their arrest/surrender before the learned court below within a period of six weeks from today, be released on anticipatory bail, on furnishing bail bonds of Rs.25,000/- (Rupees Twenty Five Thousand) each with two sureties of the like amount to the satisfaction of the learned Court below, where the case is pending/Successor court, in connection with Complaint Case No. 1119/2022, subject to the condition as laid down under Section 438 (2) of the Cr.P.C.

(Anjani Kumar Sharan, J)

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