

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.71587 of 2022

Arising Out of PS. Case No.-46 Year-2022 Thana- BEGUSARAI TOWN District- Begusarai

1. RAJESH AGRAWAL S/o Durga Prasad Resident of Mohalla- Malviya Nagar, P.O.- Jagatpura, P.S.- Malviya Nagar, District- Jaipur
2. SONIA AGRAWAL W/o Rajesh Agrawal Resident of Mohalla- Malviya Nagar, P.O.- Jagatpura, P.S.- Malviya Nagar, District- Jaipur

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Kaushal Jha, Sr. Advocate Mr. Aditya Narayan Mr. Harsh Mr. Siddharth Aditya
For the Opposite Party/s	:	Mr. Rajiv Nayan
For the State	:	Mr. Jharkhandi Upadhyay, APP
For the informant	:	Mr. Ansul Sandip Kr. Gautam

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

4 07-04-2023 Heard learned Senior Counsel for the petitioner and
learned counsel for the opposite party No. 2.

The counter affidavit filed by the opposite party no. 2
is taken on record.

The present application has been filed for quashing
the First Information Report of Begusarai Town P.S. Case No.
46 of 2022 dated 17.01.2022 for the offences registered under
Section 406/420/504/34 of the Indian Penal Code.

The prosecution story is that the Fardbayan of Annu
Kumari proprietor of M/S Maa Kali Enterprises is that on



05.10.2018, an agreement was signed between the company Arihant Elector Transworld LLP and M/s Maa Kali Enterprises for C.F.A. (Concerning Forwarding Agent) and for this Annu Kumari took out loans to the tune of Rs. 65,00,000/- on various dates vide various accounts and banks and in return the company was to pay her a commission which was irregularly paid. She further alleged that after this, the company vide the accused Deepa Jain, Akhil Jain and Nikhil Jain offered her three cheques which bounced and then later on they switched off their phones. On further enquiry, Annu Kumari came to know that Rajesh and Sonia were responsible for the Company's administration and on asking Rajesh Agrawal on phone, he denied owing her that money and she was abused and threatened.

With the intervention of the learned counsel for the petitioners and the learned counsel for the opposite party No. 2, this matter has been settled.

It has been submitted by learned Senior Counsel for the petitioners that though there is no allegation against them in the F.I.R., but still they have settled the dispute with the opposite party No. 2 and they have produced a cheque of Rupees Seventy Five Lakh which has been received by learned



Lawyer for the opposite party No. 2 in presence of the informant of the case.

The opposite party No. 2 has agreed for settlement for all the dispute with Arihant Elector Transworld LLP, its Directors and its employees. The opposite party no. 2 undertakes not to file any civil or criminal case against Arihant Elector Transworld LLP, its Directors and its employees for any claim whatsoever in future. If such a claim is filed despite settlement of the dispute, the opposite party no. 2 shall be held responsible for violating her undertakings and will be proceeded against for committing contempt.

The Complaint Case No. 2099 (C) of 2019 and Complaint Case No. 2097 (C) of 2019 pending before the Judicial Magistrate, Begusarai, filed by the informant Annu Kumari are also quashed.

This order has been passed on the undertaking of the petitioners also that they have sufficient balance in their bank account and the cheque produced in the court today shall not bounce.

Any other proceeding arising against Arihant Elector Transworld LLP, its Directors



and its employees from this transaction shall be dropped.

On the basis of this settlement, pursuant to the interference of this Court, no other person will claim money from the petitioners.

(Sandeep Kumar, J)

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