

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.66410 of 2023**

Arising Out of PS. Case No.-1673 Year-2016 Thana- VAISALI COMPLAINT CASE
District- Vaishali

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Abhay Kumar Singh S/O Late Sheodeo Singh R/O Treveni International
Carbon Factory Campus, P.S- Shastri Nagar, Distt.- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Deepak Kumar Singh S/O Late Ram Anutha Singh R/O Veer Kunwar Singh
Colony, Pokhara Mohalla, P.S- Hajipur, Distt.- Vaishali.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Sanjay Sinha, Advocate Mr.Md Fazle Karim,Advocate Mr.Quaman Raza, Advocate
For the O.P.No.2	:	Mr. Saroj Kumar Upadhyay
For the Opposite Party/s	:	Mr.Harendra Prasad, APP

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 19-10-2023 Heard Mr. Sanjay Sinha along with Md. Fazle Karim

and Mr. Quaman Raza, learned counsel appearing on behalf of

the petitioner; Mr. Saroj Kumar Upadhyay, learned counsel for

O.P.No.2 and Mr. Harendra Prasad, learned APP for the State.

2. Petitioner seeks pre-arrest bail in connection with

Complaint Case No.1673© of 2016, registered for the offences

punishable under Sections 138 of Negotiable Instrument Act or

Section 420 of the Indian Penal Code.

3. Allegation relates to business transaction and the

bills raised by the complainant for the period, as informed by

the learned counsel appearing on behalf of the complainant,



from 7.1.2016 till 13.2.2016. According to the complainant, a sum of Rs.21 lac is due and in support of the same, as per the direction of this Court, he has produced bills relating to the period from 7.1.2016 till 13.2.2016.

4. Learned counsel appearing on behalf of the petitioner submits that it is admitted that the petitioner and the opposite party were in the business transaction and they were having good relationship but the complainant raised bills dated 16.2.2016 and 17.2.2016 with certain articles, which were purchased by the petitioner and subsequently certain bills were also raised. Learned counsel admits that during the period 7.1.2016 till 13.2.2016, the opposite party has admitted that payments on different dates through RTGS and other Branch transaction which is required to be adjusted with dues amount relating to the relevant period for which the complainant has claimed. He, however, submits that there are certain dues, which have not been paid, which relates to the period prior to 7.1.2016 and that can also be settled between the parties, if the opposite party is ready to settle the dispute, the petitioner is willing to clear the dues amicably, if settled.

5. Learned counsel appearing on behalf of the opposite party submits that the letter of the Bank and the pass



book maintained shows that certain amount was paid on different dates through bank transaction and the complainant has not denied the same, however, he submits that he has received instruction that the petitioner is agreed to pay the entire amount of dues in installment. Learned counsel also submits that he is aware of the fact that the processes under Section 82 of Cr.P.C. have been issued and the petitioner's prayer for anticipatory bail before this Court is not maintainable.

6. Learned APP for the State vehemently opposed the prayer for grant of pre-arrest bail to the petitioner.

7. Having considered the rival submissions of the parties and considering the fact that the petitioner is ready to settle/clear the admitted dues in a short span of time and for that the complainant must also be ready. At this stage, this Court made a query from Mr. Saroj Kumar Upadhyaya, learned counsel for the O.P.no.2, who readily informed that he has received instruction that the complainant is also ready to go for amicable settlement if the petitioner makes payment of the entire dues within a period of six months without going into the maintainability of the question of bail application as the cognizance has already been taken, it would be proper that parties who are in course of business transaction are aggrieved



by each other with respect to the payment made or payment not received. I find it proper that such issue can be settled between the parties on mutual terms and conditions.

8. The parties may take help of their respective Chartered Accountant for determining the dues amount within the aforesaid period. The Chartered Accountant, who has audited the balance-sheet of the petitioner as well as the complainant must not ignore to provide their services to the respective parties by giving the exact figure, which the petitioner is required to pay after being duly cross checked by each of them.

9. Petitioner is directed to be released on provisional bail in connection with Complaint Case No.1673© of 2016 pending before the court of the learned Judicial Magistrate 1st class, Hajipur, Vaishali/concerned court under the terms and conditions as laid down under Section 438(2) of the Cr.P.C. considering the fact that both the parties are now willing to settle the dispute amicably within a period specified and agreed by them with a condition that both the parties will file a joint affidavit before the district court after completion of six months to the effect that they have resolved the dispute and in case the parties have resolved the dispute the petitioner's provisional bail



shall be made absolute. In case the parties do not resolve the dispute amicably, they can avail the remedy in accordance with law and this order will lose its force automatically.

(Purnendu Singh, J)

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