

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.15657 of 2017

Arising Out of PS. Case No.-422 Year-2016 Thana- AGAMKUAN District- Patna

-
1. Shree Ram Finance Transport Finance Company Limited and Anr S/o Rama Shankar Singh, r/o RMS Colony, Kankarbagh, P.S. Kankarbagh, District Patna.
 2. Kumar Abhay Parmar @ Abhay Kumar Singh, S/o Alakh Narayan Singh, R/o Mainpura Saguna More, P.S. Danapur, District- Patna.

... .. Petitioner/s

Versus

1. State Of Bihar
2. Ramji Singh, S/o Late Maheshwar Singh, R/o Naya Basati Devi Sthan, Maner, P.S. Maner, District- Patna.

... .. Opposite Party/s

Appearance :

For the Petitioners : Mr. Patanjali Rishi, Advocate
For the Opposite Parties : Mr. Sri Surendra Prasad Singh, APP

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

5 24-02-2023 Heard learned counsel for the petitioners and learned
APP for the State.

This application has been filed for quashing F.I.R in connection with Agamkuan P.S. Case No. 422 of 2016 against the petitioners for the offences under Sections 323, 420, 406, 379 and 34 of the Indian Penal Code.

The father of the informant had taken a loan of Rs. 2,45,000/- (Rupees Two Lakhs Forty five Thousand) from the petitioner no. 1 (Shree Ram Finance Transport Finance Company Limited) and purchased a truck. He repaid the loan amount about Rs. 84, 700/- (Rupees Eighty Four Thousand and



Seven Hundred) and passed away. After his death, petitioners asked the informant to park the truck in garage and further opposite party no. 2 went to the petitioners and asked them to return the vehicle since it was getting wasted in the garage of the petitioner, he was allegedly abused and turned away. It has been alleged that the truck was not in the garage and the informant believed that petitioners had stolen and sold the truck.

Petitioners are the finance company and the Branch Manager of petitioner no. 1. Learned counsel for the petitioners submits that this is a *mala fide* prosecution by the opposite party no. 2 only to pressurize the petitioners for waiving the loan which was not repaid by the opposite party no. 2 taken for getting the truck financed.

Learned counsel for the petitioners has relied upon the judgment of Hon'ble Supreme Court in the case of ***Anup Sarmah Vs Bhola Nath Sharma & Others*** reported in **(2013)1 SCC 400** in which case also a vehicle was repossessed which was under finance and under "Hire-Purchase Agreement".

Learned counsel for the petitioners submits that the present case is also of similar in nature, the vehicle was under "Hire-Purchase Agreement" and repossessed. It has been further submitted that arbitration award is also against the opposite



party no. 2 and it is an *ex parte* award as the opposite party no. 2 has not appeared in the arbitration proceeding.

Mr. Manoj Kumar, learned counsel for the opposite party no. 2 who is not able to give any answer to the legal position and the submission of learned counsel for the petitioners. He has tried to say that the vehicle has been repossessed wrongly.

After hearing the parties, it is an admitted position that the vehicle was under “Hire-Purchase Agreement” and the same has been re-possessed because the amount of monthly installments became long over-due and has not been repaid.

In view of the law led down by the Hon’ble Supreme Court in the Case of Anup Sarmah Vs Bhola Nath Sharma & Others (supra), this application is allowed. Accordingly, the F.I.R in connection with Agamkuan P.S. Case No. 422 of 2016 against the petitioners for the offences under Sections 323, 420, 406, 379 and 34 of the Indian Penal Code is hereby quashed.

(Sandeep Kumar, J)

Harsh/

U			
---	--	--	--

