

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.86140 of 2019

Arising Out of PS. Case No.-2652 Year-2017 Thana- PATNA COMPLAINT CASE District-
Patna

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Sachin Rastogi Son Of Satish Kumar Rastogi Resident Of B-534, Ground Floor, Greenfields Colony, P.S. Greenfields Post, Faridabad-121010 And Presently Posted As Associate Director-Human Resources, Pnb Met Life India Insurance Company Ltd., Having Its Office At Platinum Towers, 4th Floor, Sohna Road, Sector 47, Gurgaon-122002 India

... .. Petitioner/s

Versus

1. The State of Bihar
2. Khusboo Kumari D/o Jagdish Prasad Resident of 424, Kazipur, Near C.P.I Office, P.O.-Bankipur, P.S.-Kadamkuan, Patna-800004.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Nihar Nandan Ambasta
For the Opposite Party/s : Mr.Abhay Kumar Roy

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

- 3 03-08-2023 1. Heard the learned counsel for the petitioner and learned APP for the State.
2. No one appears on behalf of the O.P. No. 2 despite valid service of notice.
3. This is an application for quashing of the cognizance order dated 27.02.2018 arising out of Complaint Case No. 2652 of 2017 for the offences under Section 66C and



Section 66D of the I.T. Act filed by the complainant (O.P. No. 2 herein) against the petitioner and another accused persons.

4. As per the complaint, the complainant joined PNB MetLife India Insurance Co. Ltd., Patna as HR-Coordinator and due to the satisfactory performance of the complainant, her contract was extended for a period of one year. When the complainant reached office on 20.06.2017, she was informed that she won't be able to work and on asking regarding the reasons, she was informed that her resignation letter has been accepted.

5. Learned counsel for the petitioner has submitted that the petitioner is the Associate Director- Human Resource of PNB MetLife India Insurance Company Limited located at Gurgaon and does not have any direct reporting relationship with the O.P. No. 1.

6. Learned counsel for the petitioner further submits that it is pertinent here to note that the complainant was employed with Team Lease Services Pvt. Ltd., (herein after referred as "Team Lease") who is a leading man power service provider to various corporates in India on a contract basis. Team Lease provides those employees who are working in their roles to various corporates for a fixed term for managing jobs which



are non-perennial and ancillary in nature. The employees of Team Lease will be deputed to the Corporates for a fixed term basis. The employees so deputed by Team Lease will remain in the rolls of Team Lease and will work in the locations of the Corporates who are treated as Principal Employer. The said arrangement is backed by valid contracts between the respective Corporate and the Team Lease.

7. Learned counsel for the petitioner further submits that P.N.B. MetLife India Insurance Company Ltd. (herein after as “PNB MetLife”) which is a leading life insurance Company also had a man power deployment contract with Team Lease whereby Team Lease used to provide the services of its employees to P.N.B. Metlife for managing jobs which are non-perennial and ancillary to the core jobs/functions of P.N.B. MetLife. The Complainant in Complaint Case No. 2652/2017 was an employee of Team Lease and was deputed to the Patna branch of P.N.B. MetLife for acting as a coordinator in its Human Resource Function. He further submits that there was no interaction between the complainant and the Petitioner nor the Petitioner was having any direct reporting relationship with the Complainant. Complainant has wrongly made the Petitioner a party to the Complaint case before the Learned Chief Judicial



Magistrate, Patna bearing case no. 2652 of 2017.

8. He further submits that there is no allegations made by the Complainant against him and all the contentions/allegations raised in the complaint are vague and misleading and have been made without any *bona-fide* and cogent proof. The Complainant has made misconceived and baseless allegations.

9. I have considered the submissions of the parties.

10. From reading of the complaint, it appears that the thrust of allegation is against one *Sandeep Singh* and the only allegation against the petitioner is that the petitioner has also conspired against the complainant.

11. It is an admitted fact that the petitioner is based in Gurgaon and has not been interacting regularly with the complainant as complainant was not in the roles of P.N.B. MetLife. A false statement has been made against the petitioner of conspiring against the OP. No. 2.

12. Considering the aforesaid, I am of the view that prosecution of the petitioner is an abuse of the process of the Court and the same cannot be continue.

13. Accordingly, this application is allowed with regard to the petitioner only and order dated 27.02.2018 arising



out of Complaint Case No. 2652 of 2017 for the offences under
Section 66C and Section 66D of the I.T. Act is hereby quashed
with regard to the petitioner only.

(Sandeep Kumar, J)

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