

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.6480 of 2024

Arising Out of PS. Case No.-1005 Year-2022 Thana- COMPLAINT CASE District- Supaul

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1. Mahendra Chaudhary Son Of Late Asharfi Chaudhary Resident Of Village - Parsamadho Ward No.9, P.S. - Kishanpur, District – Supaul.
 2. Binod Chaudhary @ Binod Kumar Chaudhary Son Of Mahendra Chaudhary Resident Of Village - Parsamadho Ward No.9, P.S. - Kishanpur, District – Supaul.

... .. Petitioner/s

Versus

1. The State Of Bihar.
2. Ashok Kumar Chaudhary Son Of Late Viku Chaudhary Resident Of Village - Parsamadho Ward No.9, P.S. - Kishanpur, District – Supaul.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Kumar Goutam, Advocate
For the Opposite Party/s	:	Mr. Kamal Kishore Singh
For the State	:	Mr. Md. Fahimuddin, APP

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 17-02-2024 Heard Mr. Kumar Goutam, learned counsel appearing on behalf of the petitioners, Mr. Kamal Kishore Singh, learned counsel appearing on behalf of the Opposite Party and Mr. Md. Fahimuddin, learned APP appearing on behalf of the State.

2. The petitioner apprehends his arrest in connection with Complaint Case No.1005C/2022 registered under Section 406 of the Indian Penal Code.

3. As per the allegation, the petitioners have allegedly not paid total amount of Rs.91,500/- on account of sale of 45 quintal of wheat from the complainant to them.

4. Learned counsel appearing on behalf of the

petitioners submits that petitioners and complainant are in business terms and in course of the said business, the petitioners have purchased 45 quintal of wheat from the complainant, as per the market rate and not as per the procurement price fixed by the Central Government and the State Government and as per the agreed terms and conditions, they had paid Rs.41,500/- to the complainant. Learned counsel admits that nowhere such statement has been made that the petitioners have paid the amount as per the market price. He submits that the petitioners are willing to settle the dispute amicably and for the said purpose, several *Panchayatis* were held in the village.

5. Mr. Kamal Kishore Singh has tendered his appearance on behalf of the complainant and he has admitted that petitioners have paid only Rs.41,500/- out of total consideration amount, which was agreed to be paid Rs.91,500/-. However, he is also of the view that the parties may mutually settle their dispute on such terms and conditions so that complainant be put at any loss.

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

7. Considering the nature of complaint made, which relates to business transaction, as well as, the fact that

complainant has sold 45 quintal of the wheat, for which he claims total consideration amount of the sold wheat is Rs.91,500/-. It is admitted by the parties that complainant has already been paid Rs.41,500/- and for the remaining amount of Rs.50,000/- the parties have agreed to settle the amount amicably, within a period of five months. The complainant may consider to reduce the amount if agreed.

8. Since the petitioners and complainant are ready to settle the dispute amicably, the petitioners are directed to be released provisionally, subject to the condition that the amount mutually agreed between the parties may be paid to the complainant within a period of five months.

9. In case the total agreed amount paid to the complainant, the provisional bail granted to the petitioner shall be made absolute on such terms and conditions or the complainant may chose to withdraw the complaint.

10. Accordingly, the present bail application stands disposed of.

(Purnendu Singh, J.)

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