

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.18913 of 2024

Arising Out of PS. Case No.-93 Year-2022 Thana- SIKARPUR District- West Champaran

Alok Kumar Son Of Sri Chandrabhushan Prasad @ Chandra Bhushan Prasad
R/O-Arya Samaj Road, Ward No. 13, Narkatiaganj, P.S.-Shikarpur, Distt.-
West Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Gautam Poddar At- D K Banking Pvt. Ltd., 5-A Crescent Tower, 229, AJC Road, Kolkata

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Umesh Chandra Verma, Adv. Mr. Sharad Kumar Verma, Adv. Mr. Hemant Ray, Adv.
For the Opposite Party/s :		Mr. Ahmad Ali, APP

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

5 05-09-2024 Heard learned counsel for the petitioner and learned
A.P.P. for the State.

2. The petitioner apprehends his arrest in connection with Shikarpur P.S. Case No. 93 of 2022 registered under Sections 406, 409, 420, 465, 477A and 120B/34 of the Indian Penal Code.

3. As per prosecution case, petitioner, being the owner of Om Agency, entered into an agreement with the informant's company for supplying biscuits to his agency, and accordingly biscuits were being supplied to the agency of the petitioner. It is alleged that in between 01.04.2017 and 14.04.2018, biscuits



worth Rs. 19,67,479 were supplied to the agency of the petitioner, and altogether Rs. 15,47,000/- were paid by the petitioner in different installments, and Rs. 4,20,479/- remained due to the agency of the petitioner, but he initially avoided it on one pretext or another and ultimately refused to clear off the dues.

4. Learned counsel appearing on behalf of the petitioner submits that petitioner is simply a victim of false implication in the case on the basis of miscalculation and wrong accounting. From perusal of F.I.R., it is apparent that only Rs. 4,20,479/- remained to be paid, but the truth of the matter is that a huge quantity of damaged and broken biscuits were supplied by the company of informant, and on intimation by the petitioner's agency, the damaged biscuits were destroyed by the representative of informant's company in the presence of the petitioner, but proper accounting was not done, and the amount commensurating with the damaged biscuits was not subtracted from the total bill. It is further submitted that informant's company received Rs. 1,94,246.00 through NEFT on May 29, 2023, from the petitioner towards the mutual settlement of their accounts, and the company decided to write off the remaining outstanding amount, and the dispute was resolved. It is next



submitted that the company of informant submitted application dated 07.06.2023 before the Superintendent of Police, West Champaran, at Bettiah apprising him of the settlement annexing agreement/settlement paper showing no dues to the petitioner, and the said application was sent to the S.H.O. of Shikarpur P. S. by the office of the Superintendent of Police, vide Memo No. 2003 (P)/CR dated 14.06.2023 (Annexure-2). Petitioner claims clean antecedent.

5. Learned A.P.P. for the State opposed the prayer for bail of the petitioner.

6. Having considered the aforesaid facts and circumstances of the case, let the above named petitioner be released on bail, in the event of arrest or surrender before the learned court below within a period of eight weeks from today, on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of Chief Judicial Magistrate, Bettiah, West Champaran in connection with Shikarpur P.S. Case No. 93 of 2022, subject to the conditions as laid down under Section 438(2) of the Cr. P.C.

(Prabhat Kumar Singh, J)

utkarsh/-

U		T	
---	--	---	--

