

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.20635 of 2023

Arising Out of PS. Case No.-266 Year-2022 Thana- KOTWALI District- Patna

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ABU NASAR @ ADIL Son of Md. Nisar Ansari R/o- B-9, Ali Nagar Colony,
Anisabad, P.S.- Gardanibagh, District - Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Anawar Muzahir S/o Md. Zahir Hussain R/o Azimabad Colony, Sultanganj,
P.S. Sultanganj, Dist.-Patna.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Shailesh Kumar
For the Opposite Party/s : Mr. Madhura Nand Jha

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

7 18-03-2024 1. Heard learned counsel for the petitioner and learned

A.P.P. for the State along with the learned counsel for the O.P.

No.2.

2. The petitioner apprehends his arrest in a case

registered for the offence punishable under Sections 409, 420,

379, 403, 504, 506, 323 of the Indian Penal Code.

3. Learned counsel for the petitioner submits that

what is not in dispute rather stands admitted is that the petitioner

and the O.P. No.2 are business partners. It is further submitted

that the partnership was entered in terms of a partnership

agreement. It is further submitted that the partnership firm

provides services to the customers and the case of the O.P. No.2

is that the firm had provided certain services to the customers



and the money was credited by the customers in the phone pay account of the petitioner and when the O.P. No.2 demanded the money back from him, he refused. The learned counsel thus submits that it was the partnership firm which had provided the services to the customer and the money got credited in the account of the petitioner and if the O.P. No.2 was aggrieved by the said transaction, definitely criminal case ought not to have been resorted rather the O.P. No.2 should have got the matter resolved through arbitration in terms of the partnership agreement. It is thus submitted that the criminal courts are not meant for recovering monetary dues arising out of commercial dispute.

4. Learned A.P.P. for the State along with learned counsel for the O.P. No.2 opposes the prayer for anticipatory bail of the petitioner but are not in a position to rebut the submission of the learned counsel for the petitioner that the dispute is purely civil to which a criminal colour has been given and the petitioner and the O.P. No.2 are running a partnership firm and the partnership agreement has a clause of resolving the dispute through arbitration.

5. Considering the submissions made by the learned counsel for the petitioner, the petitioner above-named, in the



event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Kotwali P.S. Case No.266/2022, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

(Satyavrat Verma, J)

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