

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL REVISION No.639 of 2019

Arising Out of PS. Case No.-3182 Year-2010 Thana- PATNA COMPLAINT CASE District-
Patna

=====

RIMA SINHA Wife of Sri Alakh Sinha @ Alakh Resident of Flat No. Q/2,
Jagat Enclave, Ashiana Nagar, P.S.- Rajiv Nagar, Town and District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Nagendra Kumar Singh Son of Sri Vikramaditya Singh Resident of Ram
Nagari, Sector-4, Ashiyana Nagar, P.S.- Rajiv Nagar, Town and District-
Patna.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr.Rajesh Mohan, Advocate
For the Respondent/s : Mr.Pranav Kumar, APP

=====

CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

6 29-01-2024 On the basis of a complaint being Complaint Case

No. 3182 (C) of 2010, the Opposite Party No. 2 faced trial

under the charge of Section 420/323 of the IPC. The case of the

complainant is that the complainant purchased a vehicle under

the brand name Tata Magic on 30th of March, 2009 under Hire

Purchase Agreement by Tata Motors Finance Ltd. On condition

that he would have to pay monthly EMI at the rate of

Rs.10,000/-.

2. On 28th of September, 2009, the accused

proposed her to give the said vehicle to him on lease and he

agreed to pay monthly installment of Rs. 20,000/- on her behalf.

It was also agreed that the accused would pay Rs. 1500/- per



month to the complainant.

3. On the above condition lease agreement was executed. However, the accused did not pay the EMI amount to Tata Finance as well as the money which was agreed to be paid by him to the complainant.

4. On 21st of November, 2010, the complainant demanded the said money but the accused abused her with filthy language. He also threatened her with dire consequence. He committed mischief in respect of his household goods and snatched her gold chain.

5. It is important to note that during trial, charge was framed only under Sections 420/323 of the IPC.

6. On perusal of the case of the complainant, it appears that she purchased the Tata Magic vehicle on Hire Purchase Agreement. It is no longer a *res integra* that violation of terms Hire Purchase Agreement or non-payment of EMI which is the primary duty of the complainant, neither the complainant nor the sub-lessee can be booked under Section 420 of the IPC. The decisions of the Hon'ble Supreme Court in the case of ***Charanjit Singh Chadha & Ors vs. Sudhir Mehra***, reported in ***(2001) 7 SCC 417*** and in the case of ***Suryapal Singh vs. Siddha Vinayak Motors & Anr*** reported in ***(2012) 12***



SCC 355, may be relied on in this regard.

7. On perusal of the complaint, this Court finds that there is no allegation with regard to the charge under Section 323 of the IPC.

8. For the reasons stated above, the Trial Court acquitted the Opposite Party No. 2.

9. I have perused the impugned judgment, I do not find any illegality or impropriety in the impugned judgment.

10. The instant Revision is therefore dismissed.

(Bibek Chaudhuri, J)

uttam/-

U			
---	--	--	--

