IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.57835 of 2023

Arising Out of PS. Case No.-194 Year-2023 Thana- MADHUBANI TOWN District- Madhubani

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BABU SAHEB SAH S/o- LATE JANAK SAH R/O Mohalla- J.P Colony Ward No. - 14, PS - Madhubani Town Dist- Madhubani

... ... Petitioner/s

Versus

1. The State of Bihar
2. District Manager, State Food Corporation, Madhubani
3. Branch Manager, ICICI Bank, Madhubani

... ... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Sri Rajendra Narain, Sr. Advocate Sri Rajendra Kumar Jain, Advocate
For the State	:	Sri Parmeshwar Mehta, A.P.P.
For the B.S.F.C.	:	Sri Shailendra Kumar Singh, Advocate
For the ICICI Bank	:	Sri Dayanand Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

13 05-09-2024

1. Heard Sri Rajendra Narain learned Senior Counsel for the petitioner, Sri Parmeshwar Mehta learned A.P.P. for the State, Sri Shailendra Kumar Singh learned counsel appearing on behalf of the B.S.F.C. and Sri Dayanand Singh learned counsel appearing on behalf of the ICICI Bank.

2. The petitioner apprehends his arrest in connection with Madhubani Nagar P.S. Case No. 194 of 2023, dated 14.06.2023 registered for the offences punishable under Sections 406, 420, 467, 468 and 471 of the Indian Penal Code.

3. Learned Senior Counsel for the petitioner submits that petitioner is a senior citizen aged about 72 years and is a person with clean antecedent.

4. The informant alleges that a tender was floated on

08.07.2020 for selecting contractor for transporting grains to various T.P.D.S. godown. It is further alleged that petitioner was selected for transporting and handling the grains to various T.P.D.S. godown. It is next alleged that an agreement was entered into between the petitioner and the SFC, Madhubani and in terms of the agreement, the petitioner submitted bank guarantee of Rs.20 lakhs on 03.08.2021 and started the work. It is further alleged that the State Transport Committee in its meeting dated 15.05.2023 blacklisted the petitioner and took a decision to forfeit his security deposit of Rs.10 lakhs along with the bank guarantee. Accordingly, the bank was requested by office order dated 01.06.2023 to forfeit the bank guarantee of the petitioner when it transpired that the bank guarantee is forged and, thus, alleges that petitioner entered into an agreement based on a forged bank guarantee.

5. Learned Senior Counsel for the petitioner submits that petitioner has been falsely implicated in the instant case by the informant. It is further submitted that the agreement was entered into between the petitioner and the SFC on 30.08.2021 and the instant FIR came to be instituted on 14.06.2023 i.e. nearly after two years of executing the agreement. It is next submitted that petitioner was not being paid his dues and when he raised his claim before the authorities, the authorities instead of paying his dues blacklisted him for which he moved this Court in writ

jurisdiction and some orders in favour of the petitioner was passed.

6. Learned Senior Counsel for the petitioner submits that the allegation that the bank guarantee was forged and fabricated is in realm of allegation as of now. It is further submitted that had the bank guarantee been forged then whether the agreement dated 30.08.2021 would have been entered in between the petitioner and the SFC. It is next submitted that even presuming what is alleged is true without admitting then the authorities of the BSFC were also responsible in not getting the bank guarantee verified after entering into agreement.

7. Learned counsel appearing on behalf of the BSFC opposes the prayer for anticipatory bail of the petitioner and submits that the FIR was instituted on the ground that the bank guarantee submitted by the petitioner was forged and fabricated based on which this Court by its order dated 04.04.2024 directed the petitioner to implead BSFC and the ICICI Bank as opposite parties no. 2 and 3. It is further submitted that petitioner very cunningly had approached this Court without impleading the BSFC and the ICICI Bank as opposite parties no. 2 and 3. It is next submitted that a counter affidavit has been filed on behalf of the bank.

8. At this stage, Mr. Dayanand Singh learned counsel appearing on behalf of the bank submits that a counter affidavit

has been filed on behalf of the bank wherein a specific ground is taken that the bank guarantee submitted by the petitioner is forged and fabricated.

9. At this stage, learned Senior Counsel appearing on behalf of the petitioner submits that petitioner is a senior citizen aged about 72 years and keeping his age in consideration the anticipatory bail application be decided on which learned counsel appearing on behalf of the bank submits that Courts never confer benediction impelled by sympathetic considerations.

10. Considering the submissions made by the learned counsel appearing on behalf of the BSFC and the Bank, the Court is not inclined to extend the privilege of anticipatory bail to the petitioner in connection with Madhubani Nagar P.S. Case No. 194 of 2023 pending in the Court of learned Chief Judicial Magistrate, Madhubani/Successor Court.

11. Accordingly, the prayer for anticipatory bail of the petitioner is rejected.

(Satyavrat Verma, J)

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