

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.61814 of 2023

Arising Out of PS. Case No.-1117 Year-2022 Thana- MUNGER COMPLAINT CASE
District- Munger

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VIJAY CHOUDHARY @ VIJAY KUMAR CHOUDHARY SON OF
UPENDRA NATH CHOUDHARY R/O VILLAGE DUMARIYA, BUZURG,
P.S. -PARBATT, DUMARIA KHAGARIA, BIHAR PRESENTLY POSTED
AS BRANCH HEAD, AXIS BANK AT ITS MUNGER BRANCH

... .. Petitioner/s

Versus

1. The State of Bihar BIHAR
2. SWAMI NATH KUMAR SON OF KEDAR PASWAN RESIDENT OF
VILLAGE- PACHRUKHI, PO- EATAWA, PS- DHARHARA, DIST-
MUNGER, BIHAR

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Dayanand Singh Mr. Dhananjay Kashyap
For the Opposite Party/s	:	Mr. Anuj Kumar Shrivastava
For the State	:	Mr. Jharkhandi Upadhyay

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

4 08-08-2024 Heard the parties.

2. Considering the jointness affidavit, service of
notice is treated to be validly accepted but the opposite party no.
02 has chosen not to appear.

3. This application has been filed on behalf of the
petitioner for quashing the order dated 13.03.2023 passed by the
learned Judicial Magistrate, 1st Class, Munger in Complaint
Case No. 1117C of 2022.

4. It has been submitted by the learned counsel for the
petitioner that the Opposite Party No. 2 is an employee of



Securevalue India Limited. It is next submitted that Axis Bank had an agreement with BTI Payments Private Limited, in terms of the agreement the money was to be collected by the Securevalue India Private Limited from Axis Bank to be deposited in the ATM of the Axis Bank.

5. It is further submitted by the learned counsel for the petitioner that petitioner is Branch Manager of Axis Bank and during audit amount as detailed in the complaint was found short in the ATM. In pursuance whereof, the Opposite Party No. 2 herein had given in writing that the amount found short shall be compensated by him and others, it is next submitted that despite giving in writing that the amount found short shall be returned. The present false case came to be instituted, alleging that Opposite Party No. 2 was forced to give in writing that he will return the amount.

6. Learned counsel next submits that the agreement of Axis Bank was with BTI Payments and the Securevalue India Limited was in no way connected with the Axis Bank rather was authorized by the BTI Payments for collecting cash from the branch of the bank for depositing it in the twenty three ATM in Munger District, it is next submitted that the petitioner being the branch manager of the Axis Bank has been roped in the



complaint case with an allegation that he had certified that Abhishek Kumar Jha had withdrawn the amount by forging the signature of the Opposite Party No. 2.

7. Learned counsel next submits that petitioner never certified the said fact nor there is anything on record to even remotely suggest that petitioner had certified that Abhishek Kumar Jha by forging the signature of the Opposite Party No. 2 had withdrawn the amount.

8. Learned APP for the State opposes the application of the petitioner.

9. From the records, it appears that there is no material to show that the petitioner, as a branch manager had certified that Abhishek Kumar Jha, by forging the signature of opposite no. 02 has withdrawn the alleged amount.

10. From the reading of the complaint and the materials available on record, it appears that this is a mala fide prosecution. Moreover, the petitioner being the Branch Manager of the Axis Bank is being prosecuted not for his personal deeds but because he is connected with a corporate.

11. Considering the aforesaid facts, I am of the view that the prosecution of the petitioner cannot continue and therefore, this application is allowed.



12. Accordingly, the order dated 13.03.2023 passed by the learned Judicial Magistrate, 1st Class, Munger in Complaint Case No. 1117C of 2022 is hereby quashed.

(Sandeep Kumar, J)

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