

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.84491 of 2024

Arising Out of PS. Case No.-275 Year-2024 Thana- SULTANGANJ District- Patna

1. Krishna Jee S/O Sri Nand Lal Singh R/O Vill.- Amarpura, Naubatpur, P.S- Naubatpur, Dist- Patna , Bihar. Presently resident of Flat no. 105 KD Enclave, Ramnagari Sector-3, Opposite Pankaj Villa Apartment, Ashiana Nagar, Patna,Bihar-800025, P.S- Rajiv Nagar, Dist- Patna .
2. Suman Kumar S/O Shri Shailendra Singh @ Munni Singh R/O Village- Tarwa,Sawetha, P.S- Punpun, Dist.- Patna, Bihar. Presently Residing At - East Rupaspur, 302, Mahendra Mansion Apartment, Dhanaut, Patna,Bihar- 801506. P.S- Rupaspur, Dist.- Patna.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Hrishikesh Jha, Advocate
For the Opposite Party/s : Mr.Abhay Kumar Roy, APP
For the Informant : Mr.Manoj Kumar, Advocate
: Mr.Tabish Ahmad, Advocate

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 3 19-12-2024 1. Heard learned Counsel for the petitioners and learned APP for the State.
2. This application, for grant of anticipatory bail, arises out of Sultanganj PS case no. 275 of 2024, disclosing offences punishable under Section 406 and other allied sections of the Indian Penal Code.
3. The prosecution story, as per the First Information Report, is that the petitioners entered into an agreement with the informant for investment in petitioners' E-Rickshaw project, against which petitioners agreed to pay monthly amount of



Rs. 10,000/- against each E-Rickshaw in 11 months and in the 12th month, there was an option to Buy Back the E-Rickshaw for Rs. 95,000/-. The agreement was signed in the year 2022. Thereafter, the informant invested in (purchased) three E-Rickshaws from the petitioners and against the said E-Rickshaws, the petitioners paid only the amount of Rs. 30,000/- for 11 months and there was no Buy Back by the petitioners in the 12th month. The informant further invested in seven more E-Rickshaws, for which, separate agreement was entered into between the informant and petitioners in the year 2023. This time also, the petitioners paid only for three months and thereafter, they did not pay the amount from June, 2023 to January, 2024 and also did not Buy Back the E-Rickshaw after paying Rs. 95,000/- in the 12th month, thereby petitioners misappropriated a sum of Rs. 12,60,000/- of the informant.

4. Learned Counsel for the petitioners submits that petitioners are the owner of SGLLINE Motors Private Limited Company registered under the Companies Act, 2013 and is engaged in the business of hire-purchase of E-Rickshaws as part of start-up. Learned counsel further submits that the business suffered a loss and due to which, they could not pay the required amount to the informant as agreed between the parties. He also



submits that the allegation made in the F.I.R., at best, would give rise to the civil dispute and can be said to be a breach of contract, however without prejudice to the rights and contentions of the petitioners, petitioners are ready to refund the amount of Rs. 11,00,000/- (Rs. Eleven lakhs) in favour of the informant @ Rs. 50,000/- per month starting from January, 2025.

5. On the other hand, learned counsel for the informant vehemently opposed the prayer for anticipatory bail and submits that the petitioners, from the very inception, in order to cheat the informant, entered into an agreement with lofty offers and after paying for 3 to 4 months, misappropriated and defalcated huge amount of money of the informant to the tune of Rs. 12,60,000/-, however learned counsel submits that informant is ready to accept the offer of refund of Rs. 11 lacs in instalment made by the petitioners @ Rs. 50,000/- per month starting from January, 2025.

6. Regard being had to the submissions made on behalf of the parties and taking into consideration the fact the offer made by the petitioners and acceptance of the same by the informant, I am inclined to grant the privilege of anticipatory bail to the petitioners, subject to the condition that a total sum of



Rs. 11 lacs shall be refunded by the petitioners in favour of informant in a monthly instalment of Rs. 50,000/- per month, starting from January, 2025.

7. This application is, accordingly, allowed.

8. Let petitioners, abovenamed, in the event of their arrest or surrender before the Court below within six weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of learned S.D.J.M., Patna City in connection with Sultanganj PS case no. 275 of 2024, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure with further condition as mentioned in paragraph no. 6 hereinabove.

9. It is made clear that till the entire amount of Rs. 11 lakhs are paid to the informant by the petitioners, they shall not leave the country and their passports shall be deposited before the concerned court at the time of furnishing bail bonds.

(Anil Kumar Sinha, J)

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