

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.14780 of 2025

Arising Out of PS. Case No.-1054 Year-2024 Thana- MADHEPURA District- Madhepura

1. Mukesh Kumar Son of Surendra Prasad Yadav Resident of Village - Chandpur Bhangaha, Jankinagar, P.S. - Jankinagar, District - Purnea
2. Vimal Kumar Bibhu Son of Siyaram Prasad Yadav Resident of Village - Ramapatti (Belari), P.S. - Kumarkhand (O.P. Belari), District - Madhepura

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Munna Lal Son of Subhash Prasad Resident of House No.33, Road No.02, Neharu Nagar, Patliputra, Rajiv Nagar, District - Patna
3. Bikash Kumar Vikrant Son of Sanjeev Kumar Resident of Janata Chowk, P.S. - Jankinagar, District - Purnea

... .. Opposite Party/s

with

CRIMINAL MISCELLANEOUS No. 56836 of 2025

Arising Out of PS. Case No.-1054 Year-2024 Thana- MADHEPURA District- Madhepura

Bimal Kumar Bibhu @ Vimal Kumar Bibhu S/O Siyaram Yadav R/O Village Rampatti Belari, P.S.- Kumarkhand, District- Madhepura

... .. Petitioner/s

Versus

1. The State of Bihar Patna
2. Munna Lal S/o- Subhash Prasad Yadav House No.-33, Road No.02, Nehru Nagar PS- Patliputra, Dist- Patna

... .. Opposite Party/s

Appearance :

(In CRIMINAL MISCELLANEOUS No. 14780 of 2025)

For the Petitioner/s : Mr. N.K. Agarwal, Sr. Adv.
: Mr. Saket Gupta, Adv.
For the Opposite Party/s : Mr. Parmeshwar Mehta, App.
For the Informant : Mr. Rakesh Kumar Sharma, Adv.

(In CRIMINAL MISCELLANEOUS No. 56836 of 2025)

For the Petitioner/s : Mr. Shailendra Kumar Singh, Adv.
: Mr. Deepak Kumar Singh, Adv.
: Mr. Pravin Kumar, Adv.
For the Opposite Party/s : Mr. Aditya Narayan Singh.1, App.
For the Informant : Mr. Rakesh Kumar Sharma, Adv.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA



ORAL ORDER

12 17-12-2025 **CRIMINAL MISCELLANEOUS No.14780 of 2025**

1. Heard learned Counsel for the petitioner and learned Additional Public Prosecutor for the State.

2. This application, for grant of anticipatory bail, arises out of Madhepura Police Station Case No. 1054 of 2024, disclosing offences under Sections 406, 420, 34 of the Indian Penal Code.

3. As per the prosecution case, the informant/Opposite Party No. 2, lodged the written report before the police that on 10.09.2024, “Bridge and Roof Company Ltd., Kolkata” (in short Bridge and Roof Company), was awarded a contract for installation of solar lights under the CM Solar Light Scheme. Informant who is the proprietor of Random Infratech Solution, Patna, obtained the work from Bridge and Roof Company for the district of Saran, Siwan, Gopalganj, Supaul, Madhepura, Purnea, Katiyar, Kishanganj, Banka and Bhagalpur. The informant in turn handed over the same work to M/s Vikrant Enterprises, Purnea, for which an agreement was entered into between the informant and the proprietor of Vikrant Enterprises, but the work was not completed by Vikas Kumar Vikrant within the stipulated time.

4. Thereafter, informant entrusted the work to



petitioner no. 1 for installation of solar street lights in the district of Purnia and Madhepura. The original petitioner No. 2 i.e. Vimal Kumar Bibhu was to complete the work of solar street light in the district of Madhepura. It has further been alleged that warehouse has been established at Singheshwar, Madhepura, for storage of solar lights installation at Purnea and Madhepura. For the installation of solar lights, a sum of Rs 10,56,000/- was deposited by the informant in the bank account of petitioner no. 1 and Rs 1,00,000/- was given on 21.12.2023 and Rs 4,00,000/- was given to petitioner no. 1 in cash.

5. It has also been alleged that petitioner no. 1 was given 1309 pieces of solar lights for installation, but out of that only 1040 pieces of solar lights were installed in Purnea district and the original petitioner No. 2/Vimal Kumar Bibhu was given 1869 pieces of lights, but he installed 1137 pieces of solar lights within Madhepura district. As such, the allegation is that the petitioners did not install total 1001 pieces of solar lights worth Rs. 2,39,50,276/-.

6. Learned senior counsel for the petitioner submits that the contract for installation of solar lights was awarded by the State Government in favor of Bridge and Roof Company. The sub contract was awarded by Bridge and Roof Company, in



favor of the informant, namely, Random Infratech Solution, Patna. Random Infratech Solution, in turn, granted another sub contract to M/s Vikrant Enterprises, Purnea and agreement in this regard, was entered into between M/s Vikrant Enterprises and the informant, i.e., Random Infratech Solution. Subsequently, thereafter, another agreement was entered between M/s Vikrant Enterprises, Purnea and the petitioner.

7. He further argued that upon perusal of the allegation made in the FIR, it appears that the allegation made therein gives rise to a civil dispute arising out of contract. Every breach of contract and/or breach of promise cannot be said to be an offence of cheating, unless there is a specific allegation that the contract work was entered with an intention to cheat from the very beginning/inception. Out of 1309 pieces of solar lights, the petitioner no. 1 has installed 1040 pieces of solar lights, and original petitioner no. 2 installed 1137 pieces of solar lights out of 1869 pieces of solar lights. This itself goes to show that the intention of the petitioner was not to cheat and or misappropriate the property of the informant.

8. Referring to Annexure 2, learned counsel submits that an agreement was entered into between M/s Vikrant Enterprises and the petitioner for installation of solar lights in



which the rate of solar lights was fixed at Rs. 15,500/- along with the installation charges amounting to total amount of Rs. 21,250/- per solar light. The petitioner admittedly transferred a sum of Rs. 1,05,40,000/- in the account of informant i.e. Random Infotech Solution. Even assuming that the petitioner no. 1 failed to install 269 solar lights, the price of which comes to Rs. 40,35,000/-. The installation charges have not been given to the petitioner no. 1 by the owner which comes to around Rs. 52,00,000/-. Likewise, the liability of the owner with regard to original petitioner no. 2 also comes to around Rs. 1,09,80,000/-. As such, the amount of installation charges of original petitioner no. 2 comes to Rs. 56,85,000/-, as such, the total amount due from the owner i.e., Random Infotech Solution comes to around Rs. 2,14,25,000/- after adjusting the advance amount of Rs. 1,05,00,000/- given by the petitioners to the owner.

9. The petitioners have filed a case bearing Jankinagar P.S. Case No. 471 of 2024 against the proprietor of M/s Vikrant Enterprises. The entire matter arises out of contractual dispute but the same has been given colour of criminality.

10. On the other hand, Mr. Rakesh Kumar Sharma, learned counsel for the informant, vehemently opposes the



prayer of anticipatory bail and submits that petitioner no. 1, along with original petitioner no. 2, misappropriated the huge amount of the informant with an intention to cheat and deceive the informant. The petitioners failed to install the required number of solar lights causing wrongful loss to the informant and wrongful gains to themselves. A total sum of Rs. 2,49,50,276.35/- has been misappropriated by the petitioners.

11. I have heard learned counsel for the parties and have gone through the FIR including the relevant provisions of the contract agreement annexed along with the bail application.

12. It appears that admittedly some of the solar lights were not installed by the petitioner no. 1 as well as original petitioner no. 2. However, they have raised a dispute that they had not been given the installation charges and they have also paid a sum of Rs. 1,05,00,000/- to the informant. The petitioners are raising a dispute of recovery of a sum of Rs. 2 crore and odd amount from M/s Vikrant Enterprises. Merely the allegation of failure to keep a promise will not be enough to initiate a criminal proceeding. Accordingly, I am inclined to grant privilege of anticipatory bail to petitioner no. 1.

13. This application is, accordingly, allowed.

14. Let the petitioner no. 1, namely Mukesh



Kumar, in the event of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Madhepura, in connection with Madhepura Police Station Case No. 1054 of 2024, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure/Section 482(2) of the BNSS, 2023.

CRIMINAL MISCELLANEOUS No. 56836 of 2025

1. Heard learned counsel for the petitioner and learned Additional Public Prosecutor for the State.

2. This application, for grant of regular bail, arises out of Madhepura Police Station Case No. 1054 of 2024, disclosing offences under Section 406, 420, 34 of the Indian Penal Code.

3. As per the prosecution case, the informant/Opposite Party No. 2, lodged the written report before the police that on 10.09.2024, “Bridge and Roof Company Ltd., Kolkata” (in short Bridge and Roof Company), was awarded a contract for installation of solar lights under the CM Solar Light Scheme. Informant who is the proprietor of Random Infratech Solution, Patna, obtained the work from Bridge and Roof Company for the district of Saran, Siwan, Gopalganj, Supaul, Madhepura, Purnea, Katiyar, Kishanganj, Banka and Bhagalpur. The



informant in turn handed over the same work to M/s Vikrant Enterprises, Purnea, for which an agreement was entered into between the informant and the proprietor of Vikrant Enterprises, but the work was not completed by Vikas Kumar Vikrant within the stipulated time.

4. Thereafter, informant entrusted the work to petitioner no. 1 for installation of solar street lights in the district of Purnia and Madhepura. The original petitioner No. 2 i.e. Vimal Kumar Bibhu was to complete the work of solar street light in the district of Madhepura. It has further been alleged that warehouse has been established at Singheshwar, Madhepura, for storage of solar lights installation at Purnea and Madhepura. For the installation of solar lights, a sum of Rs 10,56,000/- was deposited by the informant in the bank account of petitioner no. 1 and Rs 1,00,000/- was given on 21.12.2023 and Rs 4,00,000/- was given to petitioner no. 1 in cash.

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6. Learned senior counsel for the petitioner submits that the contract for installation of solar lights was awarded by the State Government in favor of Bridge and Roof Company. The sub contract was awarded by Bridge and Roof Company, in favor of the informant, namely, Random Infratech Solution, Patna. Random Infratech Solution, in turn, granted another sub contract to M/s Vikrant Enterprises, Purnea and agreement in this regard, was entered into between M/s Vikrant Enterprises and the informant, i.e., Random Infratech Solution. Subsequently, thereafter, another agreement was entered between M/s Vikrant Enterprises, Purnea and the petitioner.

7. He further argued that upon perusal of the allegation made in the FIR, it appears that the allegation made therein gives rise to a civil dispute arising out of contract. Every breach of contract and/or breach of promise cannot be said to be an offence of cheating, unless there is a specific allegation that the contract work was entered with an intention to cheat from the very beginning/inception. Out of 1309 pieces of solar lights, the petitioner no. 1 has installed 1040 pieces of solar lights, and original petitioner no. 2 installed 1137 pieces of solar lights out



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8. Referring to Annexure 2, learned counsel submits that an agreement was entered into between M/s Vikrant Enterprises and the petitioner for installation of solar lights in which the rate of solar lights was fixed at Rs. 15,500/- along with the installation charges amounting to total amount of Rs. 21,250/- per solar light. The petitioner admittedly transferred a sum of Rs. 1,05,40,000/- in the account of informant i.e. Random Infotech Solution. Even assuming that the petitioner no. 1 failed to install 269 solar lights, the price of which comes to Rs. 40,35,000/-. The installation charges have not been given to the petitioner no. 1 by the owner which comes to around Rs. 52,00,000/-. Likewise, the liability of the owner with regard to original petitioner no. 2 also comes to around Rs. 1,09,80,000/-. As such, the amount of installation charges of original petitioner no. 2 comes to Rs. 56,85,000/-, as such, the total amount due from the owner i.e., Random Infotech Solution comes to around Rs. 2,14,25,000/- after adjusting the advance amount of Rs. 1,05,00,000/- given by the petitioners to the owner.

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10. On the other hand, Mr. Rakesh Kumar Sharma, learned counsel for the informant, vehemently opposes the prayer of anticipatory bail and submits that petitioner no. 1, along with original petitioner no. 2, misappropriated the huge amount of the informant with an intention to cheat and deceive the informant. The petitioners failed to install the required number of solar lights causing wrongful loss to the informant and wrongful gains to themselves. A total sum of Rs. 2,49,50,276.35/- has been misappropriated by the petitioners.

11. I have heard learned counsel for the parties and have gone through the FIR including the relevant provisions of the contract agreement annexed along with the bail application.

12. It appears that admittedly some of the solar lights were not installed by the petitioner no. 1 as well as original petitioner no. 2. However, they have raised a dispute that they had not been given the installation charges and they have also paid a sum of Rs. 1,05,00,000/- to the informant. The petitioners are raising a dispute of recovery of a sum of Rs. 2



crore and odd amount from M/s Vikrant Enterprises. Merely the allegation of failure to keep a promise will not be enough to initiate a criminal proceeding. Accordingly, I am inclined to grant privilege of bail to petitioner in Cr. Misc No. 56836 of 2025.

13. This application is, accordingly, allowed.

14. Let the petitioner, namely Bimal Kumar, Bibhu, be released on bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount, each to the satisfaction of learned Chief Judicial Magistrate, Madhepura, in connection to the Madhepura Police Station Case No. 1054 of 2024.

15. This is subject to the condition that the petitioner, in Cr. Misc. No. 56836 of 2025, shall present himself before the police/Court, as the case may be, as and when required and in the event of failure on his part to appear before the Court on two consecutive occasions, his bail bond shall be liable to be cancelled.

(Anil Kumar Sinha, J)

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