

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.24387 of 2025

Arising Out of PS. Case No.-476 Year-2022 Thana- COMPLAINT CASE -
DALSINGHSARAI District- Samastipur

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Rahul Rathi, Male, aged about 37 years, Son of Goapl Rathi Resident of 311 Samrudhdhi Complex, Link Road, Opposite Magnus Towers, P.S.- Malad West, District- Mumbai- 400064. State - Maharashtra

... .. Petitioner/s

Versus

1. The State of Bihar
2. Dheeraj Kumar Son of Tarun Mahto Proprietor of M/S Shanvi Krishi Kendra, Resident of Vill and P.O.- Mukhtiyarpur Salkhani, P.S.- Dalsingsarai, District- Samastipur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Mritunjay Kumar, Advocate
For the Opposite Party/s : Mr.Akbar Ali, APP

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL ORDER

2 02-05-2025 Heard Mr. Mritunjay Kumar, learned counsel

appearing on behalf of the petitioner and Mr. Akbar Ali, learned

APP for the State.

2. The petitioner seeks pre-arrest bail in connection with Complaint Case No. 476 of 2022 registered for the offence(s) punishable under Sections 420 of the Indian Penal Code.

3. As per the allegation made in the complaint, the opposite party no.2/the complainant entered into an agreement with the petitioner's company, namely, Croprise Agrochem Limited and the representative of the petitioner took two blank



cheques bearing Cheques No.740476 and 740477 of South Bihar Gramin Bank from the opposite party no.2/complainant for the sake of their business norms and security purpose in the year 2020. Further allegation is that the petitioner billed the fertilizer to the complainant, even having the knowledge that the complainant had no license to sell the fertilizer. The complainant/opposite party no.2 had requested the petitioner's company to take back the said fertilizer, as the complainant could not sell the same, resulting into loss of rupees five lacs. Thereafter, the petitioner without intimating the complainant produced the security cheques which was given by the complainant in the year 2020, before the bank after inserting huge amount over it, which got bounced.

4. Learned counsel appearing on behalf of the petitioner submitted that the matter relates to business transaction. Opposite party no.2 has not disputed the said fact. In course of business, the cheques of the company bearing Cheque No. 740477 of South Bihar Gramin Bank amounting to Rs.5,80,000/- and another cheque no. 740476 were dishonoured due to insufficient fund, which were issued to the petitioner's company by the opposite party no.2/the complainant for the purpose of security in the year 2020 in lieu of the business



transaction. Thereafter, the petitioner filed a complaint case against the opposite party no.2/complainant on 11.11.2022 before the Metropolitan Magistrate, Mazgaon Mumbai and in retaliation, the complainant has filed the present complaint case against the petitioner to save his own skin. The allegation cannot be said to be attributed to the petitioner only because he is one of the Directors of the company.

5. Learned APP for the State vehemently opposed the prayer for grant of pre-arrest bail.

6. Heard the parties.

7. It is well settled principle of law that every breach of contract would not give rise to an offence of cheating and only those cases breach of contract would amount to cheating where there was any deception played at the very inception. In given set of facts, it may make out a civil wrong as nothing shows that from very inception, there was any intention on behalf of the petitioner to cheat.

8. I find that the matter relates to business transaction and an agreement was entered between the petitioner's company and opposite party no.2/complainant and petitioner is one of the Directors of the company, hence criminal liability cannot be fastened upon the petitioner. I am of the opinion that the



petitioner has, *prima facie*, made out a case to be released on pre-arrest bail.

9. The petitioner, above named, is directed to be released on pre-arrest bail, in the event of his arrest or surrender before the learned District Court within a period of four weeks from today, on furnishing bail bond of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of learned Additional Chief Judicial Magistrate, First, Dalsingsarai in connection with Complaint Case No.476 of 2022, subject to the conditions as laid down under Section 438(2) of the Cr.P.C.

10. The learned District Court is directed to verify the criminal antecedent of the petitioner and if it is found that the petitioner is involved in some other cases, as what has been stated in paragraph no.3 of the bail application, this order will automatically lose its force.

(Purnendu Singh, J)

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