IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.26818 of 2024

Arising Out of PS. Case No.-483 Year-2023 Thana- SIWAN CITY District- Siwan

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Rajesh Pandey @ Rajesh Kumar Pandey, son of Sri Hridyanand Pandey Resident of Village- Belwa Brit, Ps- Kuchaikot dist- Gopalganj

... ... Petitioner/s

Versus

The State of Bihar

... ... Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Ranjeet Kumar Pandey- Advocate
For the State	:	Mr. Rabindra Kumar- A.P.P.
For the Informant	:	Mr. Amit Shrivastava- Sr. Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

2 09-04-2024

1. Heard learned counsel for the petitioner, learned senior counsel for the informant and learned APP for the State.

2. The petitioner seeks bail in anticipation of his arrest in Siwan (Town) P. S. Case No.483 of 2023 registered for the offences punishable under Sections 467, 468, 471, 420, 120B and 34 of the Indian Penal Code.

3. The learned counsel for the petitioner submits that the petitioner has antecedent of two cases and has been falsely implicated in the instant case by the informant. It is further submitted that the informant alleges that he is having an Account No.14111 in Siwan Central Cooperative

Bank Limited, Main Branch, Siwan having Ledger No.88/ 224, based on which, he was given Indane Gas Agency in the Year 2009. It is next alleged that at the time of awarding the Gas Agency, officers of Indian Oil Corporation enquired his saving accounts on 17.03.2009 which was found correct, thereafter, it is alleged that the petitioner, who was a staff in the Gas Agency of the informant, was removed from service, hence he with an intention to get the gas agency cancelled in connivance of the bank officials pasted paper on the ledger no.88/224 on account of which, the license of Gas Agency was cancelled. It is next alleged that thereafter, the informant requested the bank to provide him original ledger, but the same was not provided, but when this Court called for the ledger in L.P.A. No.625 of 2021, the ledger was produced, which was also verified by the informant, then he came to know that paper has been pasted on ledger no.88/224 of his bank account, because of which, gas agency was cancelled. It is further stated that the cancellation of gas agency was challenged before this Court and the Hon’ble Supreme Court, but the case was dismissed.

4. The learned counsel for the petitioner submits that from perusal of the allegation as alleged in the F.I.R., it would manifest that in sum and substance, the informant alleges that the petitioner, who was his employee, after his termination out of vengeance taking bank officials in connivance pasted paper on the aforesaid ledger, based on which the gas agency of the informant came to be cancelled. It is further submitted that the entire fraud has been committed by the informant. It is next submitted that the informant had also challenged the order terminating his gas agency by the competent authority before this Court and the matter travelled upto the Hon'ble Supreme Court, but then, the informant did not get any relief rather the order terminating the gas agency was upheld all along. It is next submitted that from perusal of the order passed by the writ Court in C.W.J.C. No.559 of 2020, wherein the informant had challenged the order terminating his gas agency, this Court at Para-8 of the order dated 22.05.2020 had recorded:-

"The field verification report appears to

have been submitted without physically verifying the amount parked in the bank account of the petitioner. It further appears that the certificate issued by the Co-operative Bank that the petitioner has rupees Twenty Lacs Forty Thousand (Rs.20,40,000/-) in his account is also not without doubt as the Bank has now certified that such a certificate was never issued by the Bank. The amount available in the Bank account of the petitioner (informant herein) at the relevant time was only rupees Two Lacs Forty Thousand (Rs.2,40,000/-).”

5. It is thus submitted that the informant obtained the gas agency by playing fraud. It is further submitted that despite informant not having the requisite amount required for obtaining the gas agency in his account still by manipulating the documents, he succeeded in getting the gas agency and when the petitioner came to know about the

fraud played by the petitioner, he complained before the competent authority based on which, an inquiry was conducted and the gas agency was terminated.

6. It is thus submitted that the informant before this Court in the writ application had challenged the order by which gas agency was terminated, but then, the writ application was dismissed and the order of the writ Court was upheld by the Hon'ble Division Bench and the Hon'ble Supreme Court. It is next submitted that based on the complaint of the petitioner, the gas agency of the informant was terminated, but then, in the writ application the petitioner was not added as a respondent the reason is obvious that the informant never wanted the true facts to surface. The learned counsel further submits that it appears that the informant had also taken the officials of the oil company in connivance hence the gas agency was allotted even without physically verifying the amount parked in the bank account of the informant as the writ Court had recorded at Para-8 in C.W.J.C. No.559 of 2020 that *"……………………..It further appears that the certificate issued by the Co-operative Bank that the petitioner has rupees Twenty Lacs Forty*

Thousand (Rs.20,40,000/-) in his account is also not without doubt as the Bank has now certified that such a certificate was never issued by the Bank. The amount available in the Bank account of the petitioner (informant herein) at the relevant time was only rupees Two Lacs Forty Thousand (Rs.2,40,000/-)."

7. The learned counsel appearing on behalf of the informant vehemently opposes the anticipatory bail application, but then, is not in a position to rebut the submission of the learned counsel appearing on behalf of the petitioner that the order terminating the gas agency of the informant was challenged before this Court, but then, the order terminating the gas agency was upheld uptil the Hon'ble Supreme Court. However, it is submitted that during the course of investigation, it has come that the informant at the relevant time when the gas agency was allotted to him, he had requisite amount in his bank account.

8. Considering the submissions made by the learned counsel for the petitioner, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum

of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned C.J.M., Siwan in connection with Siwan (Town) P. S. Case No.483 of 2023, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

9. The application stands allowed.

(Satyavrat Verma, J)

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