

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.39916 of 2025

Arising Out of PS. Case No.-4199 Year-2023 Thana- PATNA COMPLAINT CASE District-
Patna

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Mohammad Dilnawaz Son of Abdul Wahab @ Abdul Bahar Resident of
Village- Kamta, Post Office and PS- Chandwa, Distt.- Latehar, Jharkhand also
at Masiyatu Balumath, P.O.-Holong, Distt.- Latehar (Jharkhand)

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Qais Akhtar Son of Qayum Akhtar Director Nidashi Overseas Pvt. Ltd.
F.No. 306, Haue complex, Law College Roaf, Golakpur near N.I.T. Patna
Town and District- Patna-800006

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Sanjay Kumar Pandey
For the Opposite Party/s : Mr.Ram Sumiran Rai

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

4 15-10-2025 1. Heard the parties.

2. The petitioner apprehends his arrest in connection with
Complaint Case No. 4199(C) / 2023 dated 28.04.2023
registered under Sections 406 / 420 of the I.P.C. and Section 138
of the N.I. Act.

3. As per the allegation made in the complaint the
complainant entered into an agreement dated 03.01.2019 with
the father of the petitioner for supply of domestic coal. As per
the agreement the complainant supplied the coal worth about
Rs. 38,65,543/- out of which the petitioner's father paid
Rs. 10,00000/-. Two cheques were issued by the father of the



petitioner of Rs. 11,60,000/- towards interest and Rs. 38,65,543/- towards principal but both the cheques got dishonoured. The petitioner is one of the witnesses in the agreement between the petitioner's father and the complainant.

4. Learned counsel for the petitioner submits that petitioner is not a signatory to the agreement but he is merely a witness in the agreement for business between the complainant and petitioner's father. The allegation made in the complaint is purely civil in nature arising out of business transaction between the complainant and petitioner's father. The petitioner is also not a signatory to the cheques which were given by his father in favour of the complainant.

5. On the other hand, learned counsel for complainant / opposite party no. 2 vehemently opposed the prayer for anticipatory bail and submits that business of selling coal was jointly done by the petitioner and his father and both father and son allured the complainant to enter into agreement of supply of coal and thereby caused wrongful loss of heavy amount to the complainant.

6. Regard being had to submission made by parties, taking into consideration the material on record, the fact that allegation arises out of business transaction between petitioner's father and



the complainant and the fact that petitioner is not a signatory in the agreement but he is a witness in the agreement between his father and the complainant, accordingly, I am inclined to grant anticipatory bail to the petitioner.

7. Let the petitioner, above named, be released on anticipatory bail in the event of arrest or surrender before the court below 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 J.M. 1st Class, Patna / concerned court in connection with Complaint Case No. 4199(C) / 2023 subject to the condition as laid down under Section 482 (2) of the B.N.S.S., 2023.

(Anil Kumar Sinha, J)

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