

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.62193 of 2024

Arising Out of PS. Case No.-46 Year-2020 Thana- ROHTAS COMPLAINT CASE District-
Rohtas

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Sahil Mehra, Proprietor of M/s Rockhand Construction, Son of Ram Dayal Mehra, Resident of House no 1310, Near Ashish Hospital, Napier Town, PS-Madan Mahal, District -Jabalpur (Madhya Pradesh), 482002

... .. Petitioner/s

Versus

1. The State of Bihar
2. M/s Krishna Enterprises, Proprietor Babita Devi Wife of Late Sanjay Chaurasia, Resident of Village- Khurmabad, P.S.- Chenari, District- Rohtas

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Siddharth Harsh, Advocate
For the Opposite Party/s : Mr.Shailendra Kumar, APP

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CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL ORDER

3 17-04-2025 Heard Mr.Siddharth Harsh, learned counsel for the petitioner, learned counsel for the complainant and Mr.Shailendra Kumar, learned Additional Public Prosecutor for the State.

2. The petitioner is apprehending his arrest in connection with Complaint Case No.46 of 2020, registered for the offences punishable under Sections 406,420 of IPC, and Section 138 of the Negotiable Instrument Act.

3. The prosecution case, in short, is that the petitioner entered into an agreement with the complainant for utilization of her vehicle in construction company of petitioner. Rs. 2,40,000/- (Two Lacs Forty Thousand) was fixed as monthly



rent as per the agreement. The said agreement was executed for a period of one month. Prior to the said agreement, petitioner gave Rs, 20,000/-(Twenty Thousand) for transportation of said vehicle at the site of construction. Complainant sent her vehicle at the construction site on her own expenditure of Rs. 32,000/-(Thirty Two Thousand). Petitioner issued a cheque as per agreement but complainant came to know that the payment was stopped on the said cheque by the petitioner. Now the claim of complainant against the petitioner is Rs. 3,27,200/-(Three Lacs Twenty Seven Thousand Two Hundred).

4. Learned counsel appearing for the petitioner submits that the petitioner has clean antecedent. He has falsely been implicated in the present case. The allegation as alleged in the complaint petition is false and fabricated and the petitioner has not committed any offence as alleged in the complaint petition. In fact after issuance of the agreement the petitioner has paid Rs. 20,000/- (Twenty Thousand) for expenditure entered for transfer of said machine and thereafter the petitioner has issued a cheque in favour of complainant to a tune of Rs.1,32,000/- (One Lac Thirty Two Thousand) alongwith interest. The machine in question as received after the work completed. Thereafter, the petitioner has not used the machine



in question. Although petitioner has issued a cheque in question in favour of the complainant and the same was dishonoured. Learned counsel for the petitioner, on instruction, fairly submits that the petitioner is ready to return Rs. 1,32,000/- (One Lac Thirty Two Thousand) to the complainant, subject to the final outcome of the present complaint case.

5. Learned counsel for the complainant submits that altogether Rs.3,27,200/-(Three Lacs Twenty Seven Thousand Two Hundred) is due against the petitioner alongwith interest and the petitioner has not paid any single amount to the complainant.

6. Having heard the learned counsel for the parties, submission made on behalf of the petitioner and the petitioner is ready to return Rs. 1,32,000/-(One Lac Thirty Two Thousand) (dishonoured cheque amount) to the complainant, let the petitioner, above named, in the event of his arrest or surrender before the court below within a period of thirty days from the date of receipt of the order, 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 ACJM, Sasaram, Rohtas in connection with Complaint Case No.46 of 2020, subject to the conditions as laid down under Section 438(2) of



the Code of Criminal Procedure/Section 482(2) of BNSS, 2023 and with other following conditions:-

(I) At the time of furnishing bail bond, the petitioner shall deposit Rs. 1,00,000/- (One Lac) by way of demand draft in favour of the complainant and the learned court below is directed to hand over the said demand draft to the complainant or his representative and rest Rs. 32,000/- (Thirty Two Thousand) will be paid within a period of two months and if the petitioner fails to pay Rs. 32,000/- (Thirty Two Thousand) to the complainant as mentioned in the aforesaid, the complainant shall be at liberty to move before the appropriate forum for cancellation of bail bond of the petitioner.

(II) Petitioner shall co-operate in the trial and shall be properly represented on each and every date fixed by the Court and shall remain physically present as directed by the Court and on his/her absence on two consecutive dates without sufficient reason, his/her bail bond shall be cancelled by the Court below.

(III) If the petitioner tampers with the evidence or the witnesses, in that case, the prosecution will be at liberty to move for cancellation of bail.

(IV) And, further condition that the court below shall verify the criminal antecedent of the petitioner and in case at



any stage, it is found that the petitioner has concealed his/her criminal antecedent, the court below shall take step for cancellation of bail bond of the petitioner. However, the acceptance of bail bonds in terms of the above-mentioned order shall not be delayed for purpose of or in the name of verification.

(Rajesh Kumar Verma, J)

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