

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65346 of 2025

Arising Out of PS. Case No.-499 Year-2015 Thana- KISHANGANJ District- Kishanganj

Shree Hariwansh Kumar, Proprietor of Ms Kumar and Kumar S/O Ram
Sevak Prasad R/O 402, B- Block, Jeet Enclave, Near Mant Apartment,
Shivpuri, Patna, P.S.- Shastri Nagar, District- Patna

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Hansraj, Advocate

For the Opposite Party/s : Mr. Chandra Bhushan Prasad, APP

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 14-10-2025 Heard learned counsel for the petitioner and Mr.
Chandra Bhushan Prasad learned APP for the State.

2. The petitioner seeks bail in anticipation of his arrest
in a case registered for the offences punishable under Sections
409 and 420 of the Indian Penal Code.

3. The learned counsel for the petitioner submits that
the petitioner is a person with clean antecedent and the
informant alleges that petitioner is proprietor of M/s Kumar &
Kumar, the petitioner in pursuance of an agreement entered in
between him and the DDC. In between 14-12-2010 to 05-02-
2013 had installed 35 High Mast Light worth Rs. 4,40,000/-
each, the agreement had a clause that there would be warranty
of 05 years on any fault and if required, the lights would be



changed within 10 days of default. It is next alleged that several letters were issued to the petitioner for repairing the High Mast Lights and the petitioner was intimated through phone also, but then, no action was taken, hence it is alleged that petitioner misappropriated an amount of Rs.1,54,00,000/-.

4. The learned counsel for the petitioner submits that petitioner has been falsely implicated in the instant case by the informant. It is next submitted that the dispute is civil to which a criminal colour has been given. It is also submitted that from perusal of the FIR itself, it would manifest that petitioner in pursuance of an agreement had installed the High Mast Lights. It is also submitted that Clause-5 of the agreement records that if the light installed is not in accordance with the technical specification then legal proceedings shall be initiated. It is further submitted that after the lights were installed, a completion certificate was also issued by the authorities, which amply demonstrates that the lights were installed as per specification. It is next submitted that no doubt the agreement also had a clause that there shall be a 05 year warranty, but then, the warranty was not on all parts of the light, rather 05 years warranty was given on High Mast Pole, rope, head frame, frame structure and Mast accessories and on foundation, on which the



lights were placed and 02 years warranty on luminaries. It is next submitted that parts of the light were stolen and the District Planning Officer, Kishanganj was accordingly informed about the same by letter dated 02-01-2015 and 17-12-2015 Annexure-P/3 series to the anticipatory bail application. It is thus submitted that the authorities were not able to contain theft and as such, problem arose and the authorities were duly intimated, but still the instant FIR came to be instituted. It is reiterated and submitted that the petitioner is a businessman and is a person with clean antecedent and will not abscond rather will cooperate in the investigation to prove his innocence.

5. Learned A.P.P. opposes the anticipatory bail application.

6. 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 anticipatory 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 Chief Judicial Magistrate, Kishanganj in connection with Kishanganj P. S. Case No.499 of 2015, subject to the conditions laid down under



Section 438(2) of the Cr.P.C.

7. The application stands allowed.

(Satyavrat Verma, J)

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