

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.86636 of 2024

Arising Out of PS. Case No.-3 Year-2020 Thana- PAKRIDAYAL District- East Champaran

1. Ali Ahmad Khan @ Ali Ahmad S/O Ozair Ahmad Khan Resident of Village- Chorma, P.S.- Pakaridyal, District- East Champaran.
2. Rafat Khana W/O Parwez Khan @ Parwez Ali Resident of Village- Chorma, P.S.- Pakaridyal, District- East Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Rahul Kumar S/O Vishwanath Singh, Regional Recovery Officer, Sri Ram Finance limited R/O Rajput Tola Kanhauli P.S. Mithanpur Dist Muzaffarpur

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Md Ansiur Rahman
For the Opposite Party/s : Mr.Binod Kumar

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

3 12-05-2025 1. Heard the parties.

2. The petitioners apprehend their arrest in connection with Pakridayal P.S. Case No. 03 / 2020 dated 02.01.2020 registered under Sections 406, 420, 467, 468, 471, 120(B) of the I.P.C.

3. As per the prosecution story one Rahul Kumar, Regional Recovery Officer of Sri Ram Finance Ltd. filed Complaint Case No. 2632 / 2019 on 16.11.2019 in the court of C.J.M., Motihari, East Champaran u/s 406, 420, 467, 468, 471, 120(B) of I.P.C. stating that in the capacity of Regional Recovery Head of Sri Ram Finance Ltd. a Truck bearing registration no. BR-06-



G9482 was recovered in Maner, Patna and information in this regard was given to Maner Police Station. After recovery, the family members of the accused were consulted who disclosed that the vehicle was in the name of Rafat Khanum (petitioner no. 2) whereas the vehicle was in the name of the petitioner no. 1 / Ali Ahmad Khan who had sold the same to his brother Perwej Khan and sale paper and owner book certificate was given to Sri Ram Finance Company. As there was loan of the finance company on the petitioner no. 1, the petitioner no. 1 became guarantor on which Rs. 8,00,000/- was given out of which Rs. 7,69,652/- was transferred by the Finance Company in the account of Perwez Khan through RTGS. Thereafter, the said Perwez Khan deposited the amount in installments in order to redeem the loan on several dates from 25.05.2018 to 16.01.2019 and after 16.01.2019 they stopped payment of installments. It is also alleged that the accused persons have committed forgery and have prepared forged document and this fact came to knowledge when the accused / Rafat Khanum produced ownership certificate of the said vehicle in her name. It is alleged that under a deep rooted conspiracy the petitioner no. 1 became guarantor and prepared forged ownership documents in the name of his brother – Perwez Khan who



stopped payment of installment of loan. The accused persons stopped payment of loan in 2019 knowing well that the vehicle has been sold to the petitioner no. 1 and on the basis of said sale certificate loan of Rs. 800000/- was made available by the finance company of which the petitioner no. 1 is guarantor. It is also alleged that the accused persons with intention to cause harm to the company committed all these conspiracy and took Rs. 800000/- on the forged ownership of the said vehicle and transferred the ownership through forged document.

4. Learned counsel for the petitioners submits that petitioners are innocent and they have not committed any offence in the manner alleged. The said truck of the petitioners has been kept under open sky by the Deputy superintendent of Police and Officer Incharge of Pakridayal P.S. in connivance with the said Sri Ram Finance Ltd. without any rhyme or reason and a substantial property of the petitioners is being destroyed. It is further submitted no loan has been taken from anybody much less from Sri Ram Finance Company nor the petitioner no. 1 is guarantor and the truck of the petitioners has wrongly been seized. He further submits that the petitioners have already paid Rs. 1,89,000 /- as E.M.I. and the vehicle has already been seized and auction sold by the finance company at Rs. 3,20,000/-.



However, the petitioners undertake to pay a sum of Rs. 2,00,000/- (two lakh only) to Sri Ram Finance Ltd. only for the purposes of bail and without prejudice to their right and contention.

5. Learned counsel for the Opposite Party No. 2 accepts the offer so made by learned counsel for the petitioners, he however submits that it shall not prejudice the right and contention of the opposite party no. 2 to recover the balance amount.

6. After having heard learned counsel for the parties and taking into consideration the materials on record and the fact that the offer made by learned counsel for the petitioners has been accepted by learned counsel for the Opposite Party No. 2, as such, I am inclined to grant the privilege of anticipatory bail to the petitioners subject to payment of Rs. 2,00,000/- (two lakh only) by the petitioners to Sri Ram Finance Ltd. as agreed upon between the parties by way of demand draft / bankers cheque drawn in favour of Sri Ram Finance Ltd. at the time of furnishing of bail bond.

7. Let the petitioners, 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) each



with two sureties of the like amount each to the satisfaction of
learned C.J.M., Motihari, East Champaran in connection with
Pakridayal P.S. Case No. 03 / 2020 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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