

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.9397 of 2026**

Arising Out of PS. Case No.-287 Year-2025 Thana- BAHERA District- Darbhanga

Swapna Kumar S/O Shatrudhan Lal Resident of Village- Laxmi Sagar,  
Darbhanga, Police Station- University, District- Darbhanga.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Nilendu Kumar Choudhary

For the Opposite Party/s : Mr. Yogendra Kumar Singh

**CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA**

**ORAL ORDER**

- 2      12-03-2026                      1. Heard learned Counsel for the petitioner and learned Additional Public Prosecutor for the State.
2. This application, for grant of anticipatory bail, arises out of Bahera Police Station Case No. 287 of 2025, disclosing offences under Sections 316(2), 318(4) of the BNS, 2023 and Section 138 of the N.I. Act, 1881.
3. As per allegation made in the complaint subsequently converted into FIR, in 2024, the petitioner representing “UNICEF Health Care and Higiene India Care Pvt. Ltd.” approached the complainant/informant to enter into a business partnership. Accordingly, the complainant entered into an agreement. As per the agreement, the complainant handed over three cheques to the petitioner worth about Rs. 21 lakhs in



favour of UNICEF Health Care as security deposit, which were then transferred in the Company's account of ICICI Bank. The said company sent cosmetic goods worth about Rs. 10,30,760/- however, the products/goods could not be sold within two months. When goods/products were not sold within two months, the company did not pay the promised rent for the warehouse, labour cost and commission in violation of the agreement. When the complainant/informant demanded his money back, the accused persons told to return the remaining goods. The complainant/informant returned the goods to the specified address of the company, but the accused persons failed to refund the amount of Rs. 21 lakhs, which was deposited as security money. Subsequently, three cheques via Courier were sent to the complainant and when the complainant produced the cheques for encashment, the cheques got bounced due to name mismatch. It has been alleged that the accused persons intentionally provided mismatched/faulty cheques to defraud the complainant.

4. Learned counsel for the petitioner submits that the petitioner has falsely been implicated in this case due to oblique motive and he has not committed any offence as alleged. The petitioner happens to be an employee/worker of



UNICEF Health Care and Higene India Care Pvt. Ltd. company which is owned by Tanya Sinha, Sanjay Das, and Paulmi. In the entire complaint, the only allegation against the petitioner is that the cheques were handed over to the petitioner, but admittedly the cheques were encashed in the bank account of the company. It has further been submitted that the informant entered into an agreement with the company for sale of its products, but due to market condition, the products were not sold and the dispute arose between the informant and the co-accused persons who were managing the company. The petitioner is not a signatory of the agreement. There was business relation between the company and the informant, and even if there is a breach of agreement by the co-accused persons, prima facie no offense under Section 316(2), 318(4) of the BNS, 2023, are made out. The cheques which were dishonoured were admittedly issued by one of the Directors of the Company namely Tanya Sinha.

5. Having regard to the submissions made on behalf of the parties and taking into consideration the nature of allegation against the petitioner and the fact that there was business relation between the informant and the company and the petitioner is an employee of the company, I am inclined to grant the petitioner privilege of anticipatory bail.



6. This application is, accordingly, allowed.

7. Let the petitioner, above named, in the event of his arrest or surrender before the Court below within four weeks, 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 Additional Chief Judicial Magistrate, Benipur, Darbhanga, in connection with Bahera Police Station Case No. 287 of 2025, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure/Section 482(2) of the BNSS, 2023.

**(Anil Kumar Sinha, J)**

HarshPandey/-

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