

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.76359 of 2024

Arising Out of PS. Case No.-5993 Year-2022 Thana- PATNA COMPLAINT CASE District-
Patna

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1. Kapil Tyagi C/O. Tej Pal Tyagi Resident of 538 K/1264-2, Chanakyapuri, P.S. - Maidiyanva, Sitapur Road, Triveni Nagar 3, Lucknow, Lucknow Uttar Pradesh - 226021, Office address- L and T Finance Ltd Patna Office no 201 and 202, 2nd floor, Grand Aley Manawar, Gandhi Maidan Road, P.S.- Gandhi Maidan, Near Panache Hotel, Patna - 800001, L and T Finance, Twin Tower, 1st Floor South Gandhi Maidan, Patna - 800001
 2. Anand Pratul @ Pratul Anand, Branch Head Son of Satya Narayan Tiwary P.S.- Gandhi Maidan, Office address- L and T Finance Ltd, Office No. 201 and 202, 2nd floor, Grand Aley Manawar, Gandhi Maidan Road, Near Panache, Patna. Permanent Resident of Chaudhary Tola, Near Flour Mill, New Colony, Mahendru, P.S.- Sultanganuj, Patna, Bihar - 800006

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rajiv Kumar Son of Late Baban Rai Resident of Mohalla- Nakta Diyara, Digha Ghat, P S - Digha, Town and District- Patna
3. Sachin Jha, Proprietor cum owner, Sachin Jha, Nexgen Agrico Khagaul road, Danapur, Patna-801503, Bihar
4. Mahindra Finance through State Head 1st Floor, Plot no. 6, Besides Cimage Institiute, Sri Krishna PUri, Near Children's Park, Patna-800001

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Apurv Harsh, Advocate Mr. Manu Tripurari, Advocate Mr. Raghu Raj Pratap, Advocate Mr. Hritik Anand, Advocate Mr. Astitva, Advocate
For the State	:	Mr. Nagendra Prasad, APP
For the O.P. No. 2	:	Ms. Jaya Singh, Advocate Mr. Pranshu Prakash, Advocate Mr. Chandramauli, Advocate
For the O.P. No. 4	:	Mr. Shivendra Kumar Ray, Advocate

CORAM: HONOURABLE MR. JUSTICE SOURENDRA PANDEY
ORAL JUDGMENT

Date : 29-01-2026

Heard the learned counsel for the petitioners, learned
counsel for the O.Ps. No. 2 and 4 as also the learned APP for the
State.



2. This application has been preferred for quashing of the cognizance order dated 18.07.2023 passed by the learned Judicial Magistrate, First Class, Patna in Complaint Case No. 5993 of 2022 for the offences under Sections 406, 420, 468, 471, 120(B) and 34 of the Indian Penal Code.

3. The facts leading to the present application is to the effect that the complainant had booked a Sonalika Tractor through an authorized dealer namely Nexgen Agrico and had made a down payment of Rs. 1 lakh, while a loan was financed by L&T Finance Ltd. It has been alleged that the complainant had been paying the installments since January, 2019 regularly however, on 05.02.2022, some agents of Mahindra Finance, accused nos. 2 to 6 snatched and seized the aforesaid tractor of the complainant stating that the loanee of the tractor was a defaulter of repayment of loan amount to accused nos. 1, 2, 3, 4, 9 and 10. It has been alleged that the complainant served a legal notice upon all the accused persons but no response was given by the accused persons and, therefore, the complaint was filed.

4. The learned Judicial Magistrate, 1st Class, Patna after going through the solemn affirmation of the complaint, the submissions on behalf of the complainant as well as the documents filed in support of the complaint including the details of bank



transaction and legal notice came to the conclusion that a *prima facie* case is made out against all the accused persons namely 1. Sachin Jha, 2. Sant Kumar Singh, 3. Nawnit Sinha, 4. Yogesh Kumar, 5. Kapil Tyagi and 6. Anand Pratul.

5. Learned counsel appearing on behalf of the petitioners submits that the petitioners were the Business Head and Branch Head respectively at the time of occurrence. It has been submitted that the petitioners had nothing to do with the aforesaid seizure and they have falsely been implicated with a fabricated prosecution story only with an evil design to coerce the petitioners into conceding to the demands of the complainant. It has been submitted that the learned Magistrate has taken cognizance without application of judicious mind as no *prima facie* evidence was there to suggest the involvement of the petitioners in any criminal conspiracy.

6. Learned counsel for the petitioners further submits that no specific role has been attributed to them in order to show their complicity in any manner and as far as the seizure of the vehicle from the complainant is concerned, there is no role assign to the petitioners. It has been stated that the petitioners being senior personnel of L&T Finance cannot be held vicariously liable for the actions of their other employees or agents.



7. The learned counsel for the petitioners has lastly submitted that even if the allegations are taken on its face value, during the pendency of the present application, the L&T Finance Ltd., which had granted loan to the O.P. No. 2 has closed the account by waiving off the remaining principle amount of Rs. 40331/-. It has further been submitted that in compliance with the directions of this Court vide order dated 02.09.2025, the officer of L&T Finance Ltd. has handed over the possession of the tractor to the O.P. No. 2 vide Letter dated 03.09.2025.

8. It has thus been submitted that in view of the fact that the tractor is returned to the complainant/O.P. No. 2, the continuation of the present proceedings against the petitioners would amount to a trial in futility as the grievances of the complainant has been redressed and, therefore, the order taking cognizance may be set aside.

9. Learned counsel for the O.P. No. 2 has submitted that the tractor has been received by the O.P. No. 2 and there is no objection to the disposal of the present case even if the same is allowed. The learned counsel for the O.P. No. 2 has further submitted that the grievance of the complainant has been redressed and he does not want to pursue the matter any further.



10. At this juncture, the learned counsel appearing on behalf of the newly added O.P. No. 4 i.e. Mahindra Finance submits that Mahindra Finance has been falsely implicated in this case as they were acting bonafidely on account of the fact that the same tractor was financed by them to one Vikash Saw through the dealer Mithu Bajrano Agio Agency. It has been submitted that the officers of the Mahindra Finance had nothing to do with the present case and they had been made an accused merely because the complainant was under the impression that his installments was being paid and as to how the people from Mahindra Finance could take away his tractor when the loan had been forwarded by L&T Finance.

11. Learned counsel appearing on behalf of O.P. No. 4 thus submits that the continuation of the proceedings even against the O.P. No. 4, Mahindra Finance and its officers would amount to abuse of the process of law as not only the tractor has been returned to the complainant the money forwarded as loan to the customer by Mahindra Finance is yet to be recovered and they would unnecessarily be proceeded against in the present matter. It has been submitted that if the application as against the officials of L&T Finance is being entertained then the criminal proceedings as also against the Mahindra Finance and its officers be also quashed.



12. Having heard the learned counsel for the parties and having perused the entire materials on record, one thing is evident that the L&T Finance Ltd. had given a loan to the complainant and who was paying the installments regularly till the date the tractor was lifted by the people of Mahindra Finance. It is thus clear that as far as the seizure of the tractor for non-payment of installments is concerned, the same was not done by the L&T Finance and its officers rather the said step was taken by Mahindra Finance (O.P. No. 4).

13. In the above view of the matter, continuation of the proceedings especially taking into account the fact that L&T Finance had no role in the seizure of the tractor and also the fact that they have handed over the possession of the tractor to the O.P. No. 2 after the said tractor was released in their favour by Mahindra Finance on 02.09.2025. It has also been taken note of that the L&T Finance has waived off the remaining principle amount of Rs. 40331/- and has also closed the loan account of the complainant/O.P. No. 2.

14. Therefore, I do not see any illegality being committed by the L&T Finance and its officers and therefore, the order taking cognizance dated 18.07.2023 is bad in law and is fit to be set aside.



15. Thus, the application preferred by the petitioners is allowed and the entire criminal proceedings initiated on the basis of Complaint Case No. 5993 of 2022 dated 18.07.2023 against the petitioners is, hereby, quashed.

16. One question which remains to be answered is the fact which has been raised by the learned counsel appearing on behalf of O.P. No. 4 i.e. Mahindra Finance. I have noted that Mahindra Finance in a bonafide impression that the said Sonalika Tractor, which was purchased by the complainant/O.P. No. 2, having the same chassis number and engine number was also sold by the dealer Mithu Bajrano Agio Agency to one Vikash Saw. Learned counsel has stated that the Mahindra Finance was acting on account of non-payment of the installment amounts which they were not receiving from the person namely Vikash Saw who had been forwarded the finance under an agreement dated 25.06.2018.

17. In view of such submissions, this Court also finds that continuation of the criminal proceedings against the accused Mahindra Finance and its officers would also amount to abuse of the process of law especially for the fact that the O.P. No. 2 through his counsel has stated that his grievances have been redressed and, therefore, he does not want to pursue the criminal proceedings and he has already received the tractor in question.



18. Therefore, this Court further directs for quashing of the entire criminal proceedings initiated on the basis of Complaint Case No. 5993 of 2022 dated 18.07.2023 against the accused Mahindra Finance and its officers.

19. The application stands disposed of accordingly.

(Sourendra Pandey, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	06.02.2026
Transmission Date	06.02.2026

