

## **HIGH COURT OF CHHATTISGARH, BILASPUR**

**MCRC No. 8107 of 2021**

- Anuj Agrawal S/o Late Ravindra Agrawal Aged About 43 Years R/o Sateda Road Mubarikpur R/o Khatoli, Muzzaffar Nagar (Up), District : Muzaffarnagar, Uttar Pradesh

**---- Applicant**

**Versus**

- State Of Chhattisgarh Through Police Station Tarbahar Bilaspur Chhattisgarh, District : Bilaspur, Chhattisgarh

**---- Respondent**

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For Applicant	:	Mr. Akhilesh Kumar, Advocate
For State	:	Mr. Gagan Tiwari, Dy. G.A.
For Objector	:	Mr. Vivek Chopda, Advocate

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**Hon'ble Shri Justice Goutam Bhaduri**

**Order on Board**

**29.10.2021**

1. Heard
2. This is the first bail application filed by the applicant under Section 439 of the Code of Criminal Procedure for grant of bail as he was arrested on 23.09.2021 in connection with Crime No. 142/2021, registered in Police Station Tarbahar Bilaspur (C.G.) for offence punishable under Section 420 of IPC.
3. As per the prosecution case, the applicant entered into an agreement with the complainant namely Sanjay Chopda for distribution of certain food products. The security deposit was to be given and in lieu thereof, certain cheques were also given. The allegation is that certain food items were supplied to the complainant by the present applicant which were distributed in the market and instead of settling the issue with the complainant, the applicant recovered the money from the consumers. They have played a systematic fraud by appointing the applicant and other offenders.

4. Learned counsel for the applicant submits that it is an out and out civil transaction in between the parties. He further submits that it is not possible that if the goods are supplied by the complainant, the consumer would pay the amount to the applicant. He would further submit that inter-se agreement between the parties and the security deposit would lead to show that out of a business transaction, a criminal case is not at all made out, therefore, the applicant may be enlarged on bail.

5. Learned State counsel opposes the bail application.

6. Learned counsel for the objector also vehemently opposes the bail application and submits that the systematic fraud has been committed by appointing the applicant and C&F Agency.

7. Perused the documents and also the agreement which is placed on record. It appears that this is an agreement of C&F Agency. Certain terms were settled in between these parties. The receipts of supply of goods is also placed on record. After going through the contents of the agreement, prima facie it appears from the nature of allegation that the inter-se business dispute arose in between the parties. Taking into such fact, I am inclined to release the applicant on bail.

8. Accordingly, the bail application is allowed and it is directed that the applicant shall be released on his furnishing personal bond for a sum of Rs.25,000/- with one surety in the like sum to the satisfaction of concerned trial court for his regular appearance before it as and when directed.

9. Certified copy as per rules.

Sd/-

**(Goutam Bhaduri)**

**JUDGE**

