
(2011) 05 JH CK 0078
In the Jharkhand High Court
Case No : A. B. A. No. 1020 of 2011

Dharamvir Bhadoria

APPELLANT

Vs

Union of India (UOI)

RESPONDENT

Date of Decision : 16-05-2011

Acts Referred:

Penal Code, 1860 (IPC) — Section 120B, 420, 467, 468, 471
Prevention of Corruption Act, 1988 — Section 13(1), 13(2)

Citation : (2011) 05 JH CK 0078

Hon'ble Judges : Pradeep Kumar, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Pradeep Kumar, J.—Heard learned Counsel for the Petitioner and learned Counsel for the C.B.I.

2. The Petitioner, who is an accused for offence under Sections 120B, 420, 467, 468, 471 of the Indian Penal Code and u/s 13(2) r/w 13(1d) of P.C. Act, 1988, prays for anticipatory bail expressing apprehending of his arrest in connection with R. C. 20A/2009 (R).

3. It is submitted by the learned Counsel for the Petitioner submitted that the Petitioner, who is a Contractor, was given the construction of road work and the allegation against him is that the Petitioner-contractor was not authorized to purchase bitumen from the Government Oil Companies. However, without purchasing any bitumen from Indian Oil Company, Gamharia the Petitioner-contractor submits 37 Nos. of bitumen invoices showing purchase of 217.863 MT of packed bitumen. It is further submitted that as per supplementary affidavit at page 21 the C.B.I. has given a finding in their report that 37 invoices were genuine and as such the Petitioner may be enlarged on anticipatory bail.

4. On the other hand, learned Counsel for the C.B.I. has opposed the prayer and submits that by submitting false invoices 37 in numbers showing purchase of

bitumen from Indian Oil Company, Gamaharia the Petitioner-contractor caused a loss Rs. 79,11,559/- to the Government. Relying on the report of C.B.I. filed by the Petitioner in his supplementary affidavit as Annexure-1 at page 21 wherein he has stated that no doubt investigation disclosed that these 37 invoices were actually genuine. But, in fact, vide these invoices, packed bitumen were procured not for the execution of the work under dispute, but for the road work of National Highway Division, Jamshedpur. This fact was also confirmed by the Indian Oil Corporation Ltd. Gamaharia, Jamshedpur vide their letter No. JSR/LPG/OPS/39 dated 21.12.2009 and thus, by filling 37 invoices showing purchase of packed bitumen from Indian Oil Corporation Ltd. Gamahari, which was purchased for National Highways he cheated the Government to the tune of Rs. 79,11,559/- and therefore the Petitioner contractor does not deserve anticipatory bail.

5. After hearing both the parties and going through the record, I find that the C.B.I.'s report clearly states that the purchase shown by 37 invoices of 217.863 MT of packed bitumen from Indian Oil Corporation Ltd., Gamaharia was meant for National Highway, Jamshedpur and not for this contract and as such by falsely producing those invoices, the Petitioner caused a heavy loss of Rs. 79,11,559/- to the government and hence the Petitioner does not deserve to be enlarged on anticipatory bail. Accordingly, his prayer for anticipatory bail is rejected.