
(2020) 01 JH CK 0255

In the Jharkhand High Court

Case No : Anticipatory Bail No. 5518 Of 2019

Sudha Tiwari And Ors

APPELLANT

Vs

State Of Jharkhand

RESPONDENT

Date of Decision : 18-01-2020

Acts Referred:

Indian Penal Code, 1860 — Section 406, 420

Code Of Criminal Procedure, 1973 — Section 438(2)

Citation : (2020) 01 JH CK 0255

Hon'ble Judges : Anil Kumar Choudhary,

Bench : Single Bench

Advocate : Rashmi Kumar

Judgement

Heard the parties.

Apprehending their arrest, the petitioners have moved this Court for grant of privilege of anticipatory bail in connection with Chutia P.S. case no. 143 of 2018 registered under Sections 420, 406 of the Indian Penal Code.

Learned counsel appearing for the petitioners submits that the allegations against the petitioners are that the petitioners have taken Rs. 65,00,000/- for making first movie and Rs. 25,00,000/- for making second movie but they have excluded the informant from the said movie and they are not returning the money. It is then submitted that the allegations against the petitioners are all false.

The learned Addl. PP and learned counsel for the opposite party no. 2 oppose the prayer for anticipatory bail of the petitioners and learned counsel for the opposite party no. 2 submits that though on 25.09.2009, he undertook to file counter-affidavit annexing therewith the documents to show that Rs. 90,00,000/- have been received by the petitioners but drawing attention of the court to page 37-39 of the counter affidavit, which is a statement of the account of the opposite party no. 2 with the Axis Bank, it is next submitted by learned counsel for the opposite

party no. 2 that Rs. 3,00,000/- each was paid by the opposite party no. 2 on 11.08.2017 and 09.11.2017 respectively and Rs. 4,00,000/- was paid by the opposite party no. 2 on 07.11.17 to the Rose Quartz Entertainment with which, the petitioners are associated. Drawing further attention of the court to page 49 of the anticipatory bail application, it is further submitted by learned counsel for the opposite party no. 2 that the same shows that, it has been mentioned therein that total paid amount of Rs. 50,00,000/- and also paid amount Rs. 15,00,000/- with the signature of the petitioner no. 3, indicates that the said money was paid by the opposite party no. 2 to the said Rose Quartz Entertainment, which is a proprietary concern with the petitioner no. 3 as its proprietress, for post-production work.

Learned counsel for the petitioners vehemently opposes this contention of learned counsel for the opposite party no. 2 and submits that total amount paid under the signature of the petitioner no. 3, indicates that the petitioner no. 3 has paid the amount, not that the opposite party no. 2 has paid that amount and had the petitioner no. 3 written that she has received that amount then the same would have indicated that she has received the amount. It is further submitted that if the opposite party no. 2 would have signed the said page by saying that the amount has been paid, inferences could have been drawn that the opposite party no.2 has paid the amount mentioned therein to said proprietorship concern of the petitioner no. 3. Learned counsel for the petitioners further submitted that in fact, the sums of Rs. 50,00,000/- and Rs. 15,00,000/- are the amounts paid by the petitioner no. 3, for post-production work of the said film to various agencies and the same cannot be treated as acknowledgement of the receipt of money of the said amount of Rs. 65,00,000/- by the petitioner no. 3. It is next submitted by learned counsel for the petitioners that the petitioners are ready and willing to jointly pay Rs. 10,00,000/- to the opposite party no. 2 without prejudice to their defence, hence the petitioners be given the privilege of anticipatory bail.

Considering aforesaid facts and circumstances of the case, I am inclined to grant the privilege of anticipatory bail to the petitioners. Hence, in the event of arrest by the police or surrender within a period of four weeks from the date of this order, the petitioners shall be released on bail on depositing Rs. 10,00,000/- jointly by way of demand draft drawn in favour of informant as ad interim victim compensation and furnishing bail bond of Rs. 25,000/- (Rupees Twenty Five Thousand) each with two sureties of the like amount each to the satisfaction of learned J.M., Ranchi in connection with Chutia P.S. case no. 143 of 2018 subject to the condition that the petitioners will co-operate with the Investigation of the case and will appear before the Investigating Officer as and when noticed by him and will submit mobile number and photocopy of Aadhaar card at the time of surrender in the court below with an undertaking not to change mobile number during the pendency of the case along with the other conditions laid down under section 438 (2) Cr. P.C.

In case of depositing aforesaid demand draft by the petitioners, learned court below is directed to issue notice to the informant and release the demand draft in her favour on proper identification forthwith.