

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.24263 of 2023**

Arising Out of PS. Case No.-423 Year-2021 Thana- GAURICHAK District- Patna

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1. DEVENDRA KUMAR BYAS S/O LATE BRIJ MOHAN VYAS Presently posted as Managing Director, SREI Infrastructure Finance Company Limited, Havind Office, at Plot No.- 10, Block EP, Sector-5, Salt Lake City, Kolkata, 700091, West Bengal.
 2. DEEPAK KUMAR SAH S/O JAGLAL SAH Resident of C/o Jaglal Sah, Bhagwanur Ratti, P.S.- Bhagwanpur, District- Vaishali.

... .. Petitioner/s

Versus

1. The State of Bihar
2. RAHUL KUMAR S/O SRI SACHIDANAND SINGH Resident of Village- Saraiya, P.O. and P.S.- Dariyapur, District- Saran (Chapra).

... .. Opposite Party/s

Appearance :

For the Petitioner/s : M/s Anurag Saurav, Ankesh Bibhu, Abhishek Kr,
Sharda Raje Singh, Mehvish Ahmad, Advocates
For the State : Mr.Rajiv Nayan
For Opposite Party No 2 : M/s Suresh Pd, Anurag Pandey, Advocates

CORAM: HONOURABLE MR. JUSTICE ANSUL

ORAL JUDGMENT

Date : 20-04-2026

Heard learned counsel for the parties.

2 The allegation is that petitioner No 1 purchased a vehicle bearing No BR45GA-3284 from one Anuj Kumar Tiwary. He purchased the same with the knowledge that the vehicle was financed by petitioner No 1. Petitioner No 2 is the Manager of Patna Branch of petitioner No 1. The informant claims that accused No 1 Anuj Kumar Tiwary told him that the vehicle was not in a good condition and it would require expenditure to bring the vehicle in good condition. The complainant states that he got



the vehicle repaired and, thereafter, an agreement was executed. He paid Rs 2,90,000/- to the complainant. He claims that initially the installment was to be paid by Anuj Kumar Tiwary but apparently he did not pay the same. He also states that lock down intervened due to which he could not give the vehicle on hire. On 06.09.2020, as per the complainant, the vehicle was repossessed by the Company. The learned counsel for the petitioners argues that the crux of the allegation is against Anuj Kumar Tiwary who apparently deceived. He asserts that the Company has not repossessed the vehicle.

3 Perused the record. It is apparent that an agreement was entered into between Anuj Kumar Tiwary and the petitioner and the complainant purchased the vehicle with full knowledge that it was a vehicle on loan and that he has to pay the installment. Whatever internal arrangements were made between the complainant and Anuj Kumar Tiwary is not the concern of the petitioners herein.

4 Though the petitioners claim that they have not repossessed the vehicle, this Court is of the view that even if they have repossessed the vehicle, no case against them is made out on behalf of the complainant and the ingredients of offence under Sections 406 and 420 of the IPC are clearly not being made out. If



one enters into an agreement or contract, there is no privity of contract between the complainant and the petitioners. He has the privity of contract with Anuj Kumar Tiwary.

5 In such view of the matter the continuation of the proceeding is an abuse of the process of the Court and, as such, the proceeding in GR No 3809 of 2021 arising out of Gauri Chak PS Case No 423 of 2021 pending in the Court Judicial Magistrate VI, Patna is quashed.

6 This application is allowed.

(Ansul, J)

M.E.H./-

AFR/NAFR	NAFR
CAV DATE	NA
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