

IN THE HIGH COURT OF JHARKHAND AT RANCHI
A.B.A. No. 3423 of 2025

1. Man Mohan Agarwal, son of Shri Vinod Chandra Agarwal, resident of 2002, Sector-B, Pocket-2, Behind Fortis Hospital, Vasant Kunj, P.O Vasant Kunj, P.S.- South West Delhi, District- Delhi- 110070, Delhi NCR.
2. Bipin Mittal @ Bipin Kumar @ Vipin Kumar, son of Anil Kumar, resident of Dhanaura (252), Dayalgarh, P.O and P.S. Dayalgarh, District Yamuna Nagar, Haryana.

..... Petitioner(s).

Versus

The State of Jharkhand

... Opp. Party(s).

CORAM : SRI ANANDA SEN, J.

For the Petitioner(s) : Mr. Ajay Kumar Sah, Advocate.
For the State : Mrs. Snehlika Bhagat, A.P.P

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05/07.07.2025: This anticipatory bail application under Section(s) 482 and 484 of the Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023, has been preferred by the petitioners apprehending their arrest for the offences registered under Section(s) 303(2), 308(2), 334(2), 324(5), 324(6), 3(5) of BNS-2023 .

2. Heard the parties at length and had gone through the documents, annexed along with this application.

3. Opportunity was given to the State as well as informant to oppose the bail, which they availed and opposed.

4. It is alleged that from the diesel tank, diesel worth of Rs. 19 lakh, which is 20,000 ltrs., has been illegally taken away by the petitioners.

5. Learned counsel for the petitioners submits that, in fact, Eastern Coalfields Limited had allotted the work of removal of overburden to ATPL and AT(JV). The Company in turn, had sub-let the work to M/s Nurabi Import and Export Pvt. Ltd. (NIEPL) i.e. the informant. Since there was some dispute, ATPL and AT (JV) (the original allottee of the work) had cancelled the contract work of M/s NIEPL had issued a notice to remove all their vehicles. It is stated that due to termination of the said contract, the informant has lodged this false case.

6. Learned A.P.P submits that there is allegation that the petitioners have illegally removed/stolen the diesel worth of Rs.19 lakh from the diesel tanker by breaking the lock of the tanker.

7. After hearing the parties and after going through the documents including the supplementary affidavit, I find that the petitioner had already issued a notice of termination of contract to the informant and thereafter this case was filed. It is also

clear that ATPL and AT(JV) were awarded the work of removal of overburden, which is apparent from the work order dated 9.9.2023. Further ATPL and AT(JV) on 12th September, 2024 had issued the termination letter dated 12.9.2024 to M/s NIEPL. The instant case has been registered on 17.2.2025 i.e. much after the issuance of the aforesaid notice. Be it noted that by the aforesaid letter dated 12.09.2024, the informant was directed to remove all their machinaries.

8. Considering the fact that dispute had cropped up between the parties, which arose after the termination of the contract and the fact that this instant case has been lodged after termination of the contract, I am inclined to **allow** this anticipatory bail application. Accordingly, the petitioners, above named, are directed to surrender before the court below within four weeks from today and in the event of their surrender/arrest, the court below is directed to enlarge them on bail on furnishing bail bond of Rs.10,000/-(rupees ten thousand) each with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, 1st Class, Madhupur, in connection with Chitra P.S. Case No. 11/2025, subject to condition that one of the bailers should be close relative of the petitioners and other should be a resident of State of Jharkhand, having sufficient landed property in his/her name or in the name of his/her ancestors in which he/she is having share and to that effect, he/she has to file an affidavit before the Trial Court indicating his/her share in the property.