IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.26361 of 2026

Arising Out of PS. Case No.-26 Year-2025 Thana- Sahayak Khajanchi District- Purnia

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Rajnish Mishra Son of sunil Mishra Resident of village- Raghunathpur, Ps- Karakat, gorari, Dist- Rohtas

... ... Petitioner/s

Versus

The State of Bihar

... ... Opposite Party/s

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Appearance :

For the Petitioner	:	Mr. Arvind Kumar Pandey, Advocate
For the State	:	Mr. Uma Shankar Prasad Singh, APP
For the Informant	:	Mr. Samir Kumar, Advocate
		Ms. Smriti Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE RITESH KUMAR

ORAL ORDER

4 16-07-2026 Heard the learned counsel for the petitioner, the learned counsel appearing on behalf of the informant and the learned A.P.P. for the State.

2. The petitioner apprehends his arrest in connection with Sahayak Khazanchi P.S. Case No.26 of 2025 for allegedly having committed offences under Sections 316(5) and 318(4) of B.N.S., 2023.

3. As per the prosecution story, which has been lodged on the basis of the written report submitted by the Area Collection Manager, L & T Finance Limited, Purnea, to the effect that the company is recognized by RBP to provide various types of loan to people and tractor loan is also provided by the company. It has been alleged in the First Information Report that

the petitioner and one Sobhit Kumar Jha were posted in the company as Field Collection Officer and work assigned to both the persons was to collect the monthly installment from the people and to deposit the same in the account of the company and thereafter to deposit the slips in the local branch office of the company. It has been alleged that co-accused, Sobhit Kumar Jha did not deposit the monthly installment/money after taking from 31 customers from 30.10.2024 to 05.11.2024 to the tune of Rs.4,50,504/- and the petitioner after taking money from 29 customers in between 30.10.2024 to 06.11.2024 collected an amount to the tune of Rs.4,12,238/- and did not deposit the said money in the account of the company and submitted fake deposit slips in the branch office at Purnea.

4. The learned counsel for the petitioner submits that the duty of the petitioner was to collect monthly installment from the customers and to deposit the amount in the account of the company and the deposit receipts were to be produced/deposited in the office of the company. He submits that as per the procedure, an employee, after receiving the money from customers, has to issue computerized/printed receipts to the customers and after that the employee concerned has to deposit the amount virtually in an App provided by the

company, namely Break-App. Thereafter an ID number is generated and after that the employee has to go to Airtel payment bank where he has to disclose the ID number and then the actual amount is deposited. Subsequent thereto, a receipt showing deposit has to be given by the bank and after issuance of the receipt, the same has to be given to the Branch Manager through WhatsApp and then it has to be uploaded in the Break-App for its approval by the Branch Manager. It is the duty of the Branch Manager to approve the receipt within 48 hours and if the same is not done, then the Break-App will be closed. It is further submitted that if the petitioner did not deposit the money and fake receipts were deposited in the office, then the informant was under authority not to approve the same within 48 hours and if the same would not have been done then the Break-App would have been closed. In the present case, it is not the case that the money was not deposited. Since the Break-App would have been closed in 48 hours, however the petitioner kept on depositing money for eight continuous days. The learned counsel for the petitioner further submits that from perusal of the details given by the informant with regard to the amount, which is due against the petitioner, it would transpire that at serial number 5 and serial number 20, name of one Rajdev

Mehta is appearing and from perusal thereof, it would transpire that even the LAN number/receipt number and the amount are same, therefore it can be said that the petitioner has been saddled with higher amount, to what the authorities should have calculated. He further submits that the petitioner has got a clean antecedent.

5. *Per contra*, the learned counsel appearing on behalf of the informant submits that the petitioner and co-accused, Sobhit Kumar Jha collected the amount from respective customers, however did not deposit the same in the bank account and generated fake receipts, which caused loss to the company to the tune of Rs.4,50,504/-, which was defalcated by co-accused, Sobhit Kumar Jha and Rs.4,12,238/-, which has been defalcated by the petitioner herein. He further submits that co-accused, Sobhit Kumar Jha was apprehended by the police and after he deposited the money, thereafter he was enlarged on bail. He further submits that the petitioner was directed vide order dated 17.06.2026 to bring on record the deposit slip by which he had deposited the amount collected from 29 customers, but the same has not been brought on record , which suggests that the amount was defalcated by the petitioner.

6. In reply, the learned counsel for the petitioner

submits that the petitioner is ready to deposit the defalcated amount, however the L & T Finance Company Limited, Purnea Branch should recalculate the entitlement of the petitioner in view of the error, which is apparent from the list submitted by the informant along with the First Information Report, since name of one person has been mentioned at different places and even the LAN/receipt number and amount are same. He submits that the petitioner will be depositing the entire amount in nine equal installments. It is also submitted that the petitioner is ready and willing to deposit Rs.50,000/- towards the first installment on or before 10.08.2026 and the remaining amount will be deposited in eight equal installments on or before completion of one month each from 10.08.2026 and onwards.

7. Considering the submissions made by the parties and after going through the records, it transpires that allegation of defalcation of an amount to the tune of Rs.4,12,238/- is made against the petitioner. The petitioner is ready and willing to deposit the said amount in nine equal installments in the bank account of L & T Finance Limited, Purnea Branch. He is also ready and willing to deposit the first installment of Rs.50,000/- on or before 10.08.2026.

8. Let the same be done within the period

aforementioned. It is further directed that the remaining amount will be deposited in eight equal installments on or before completion of one month each from 10.08.2026 and thereafter from 30 days of each installment. The petitioner will be visiting the local branch office at Purnea for reconciliation of the account, since from the records it appears that in the calculation of the amount, which has been done by the Finance Company the name of one person is appearing at different places and even the LAN/receipt number and amount are same. If the petitioner points out the discrepancy to the Branch Manager, the Branch Manager is obliged to look into the same and to rectify the mistake and to recalculate the entitlement of the petitioner and then to intimate the petitioner about the pending amount, which will be paid by the petitioner in eight equal installments as stated above.

9. Accordingly, let the petitioner, above-named, in the event of his arrest or surrender within a period of six weeks, be released on **provisional bail** on furnishing bail bond of Rs.10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate, Purnea in connection with Sahayak Khazanchi P.S. Case No.26 of 2025, subject to the conditions laid down under

Section 482(2) of the B.N.S.S. with a further condition that:-

The learned court concerned shall verify the criminal antecedent of the petitioner and in case at any stage it is found that the petitioner has concealed his criminal antecedent, the court concerned shall take steps for cancellation of his bail bond. However, the acceptance of bail bond in terms of the above-mentioned order shall not be delayed for purpose of or in the name of verification.

10. The provisional anticipatory bail granted to the petitioner will be confirmed by the concerned court after deposit of entire amount, which will be finalized after its reconciliation.

11. The present order has been passed on the submissions made by the learned counsel for the petitioner and its acceptance by the learned counsel for the opposite party no.2, therefore they will not question or raise any grievance in future about the contents of the order.

(Ritesh Kumar, J.)

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