

IN THE HIGH COURT OF JHARKHAND AT RANCHI

A.B.A. No. 97 of 2024

Rajeev Kumar Singh @ Rajeev Kumar ... Petitioner

Vs.

The Union of India through CBI Opposite Party

CORAM: HON'BLE MR. JUSTICE RONGON MUKHOPADHYAY

For the Petitioner : Mr. Indrajit Sinha, Advocate
Mr. Kaushik Sarkhel, Advocate

For the CBI : Mr. Anil Kumar, ASGI

CAV on 17.05.2024

Delivered on 20.08.2024

1. Heard Mr. Indrajit Sinha, learned counsel for the petitioner and Mr. Anil Kumar, learned Senior Advocate (ASGI) for the CBI.
2. The petitioner apprehends his arrest in connection with R.C.B.D. 01/2005/E0006 registered for the offences punishable u/s 420, 467, 468, 471 and 120B of the Indian Penal Code and Sections 13(2) read with Sections 13(1)(d) of the Prevention of Corruption Act
3. The prosecution case reveals that M.D. Joshi, Joint Manager, Vigilance informed the DIG, CBI that Jharkhand State Electricity Board (JSEB) had awarded the work of rural electrification in favour of RITES Ltd. at a total cost of Rs. 300 Crores vide Agreement Nos. 01/RE/JSEB/03-04 to 10/RE/JSEB/03-04. It has been stated that RITES Ltd. in turn had subcontracted the work to M/s. Ramjee Power Construction Ltd. (RPCL), Kumar Niwas, Bright Lane, Koker, Ranchi at Rs. 276.5 crores vide Agreement Nos. 01/RE/RITES/03-04 to 10/RE/JEITES/03-04. It has been alleged that in terms of the provisions of the agreement executed between RITES Ltd. and M/s RPCL bank guarantees were required to be submitted by M/s. RPCL on account of security deposit at the rate of 5% of Rs. 276.5 crores which comes to the tune of Rs. 13.875 Crores of the contract amount in the form of bank guarantee at the time of signing of the agreement. It has been stated that M/s. RPCL submitted the bank guarantee of Rs. 15,91,02,019/- to RITES Ltd., as cover for security deposit and M/s, RPCL also submitted bank guarantee for Rs.16,80,48,772/to RITES Ltd, as cover for

mobilization advance. All the aforesaid bank guarantees were submitted by Sri A.K. Singh, CMD of M/S. RPCL & Sri D. K. Das, Construction Manager, M/s. RPCL. The further case of the prosecution is that upon receipt of bank guarantees from M/s RPCL, confirmation was obtained by RITES Ltd. from Bank of India who issued the said bank guarantees vide their various letters of confirmations. It is further alleged that on being checked with Bank of India, Club Side Branch, Ranchi regarding error in date of one of the bank guarantees it has been informed by the bank that the said bank guarantee has already been surrendered by M/s. RPCL and cancelled on 13.09.2004 and it was done without seeking any advice from RITES Ltd., the beneficiary of the bank guarantee. It is further alleged that verification has been made regarding all the 27 bank guarantees from Bank of India, Club Side Branch, Ranchi by sending them copies of the Bank guarantees and then it was discovered that all the bank guarantees available with RITES Ltd. and the signature of Bank Officer in the bank guarantees appeared to be forged and 22 bank guarantees out of these were already cancelled by M/s. RPCL. It is also alleged that Sri Dilip Kumar Das, Construction Manager and Sri A.K. Singh, CMD of M/s. RPCL dishonestly and fraudulently submitted 27 forged bank guarantees to obtain mobilization advance of Rs.16.8 Crores from RITES Ltd. and 22 bank guarantees were got cancelled in connivance with officials of Bank of India, Club Side Branch, Ranchi leaving RITES Ltd. without cover against the mobilization advance of Rs. 16.8 Crores paid by RITES Ltd. to M/s. RPCL. The officials of Bank of India fraudulently and deliberately did not inform RITES Ltd. that it had cancelled 22 bank guarantees. The RITES Ltd., therefore, was left without cover against security deposit as well as mobilization advance due to fraudulent acts of A.K. Singh, CMD, M/s. RPCL and Sri Dilip Kumar Das, Construction Manager of M/s. RPCL as well as the officials of Bank of India, Club Side Branch, Ranchi and thereby they caused loss to RITES Ltd. to the tune of Rs. 32.7 Crores.

Based on the aforesaid allegations, R.C.B.D. 01/2005/E0006 was registered for the offences punishable u/s 420, 467, 468, 471 and 120B of the Indian Penal Code and Sections 13(2) read with Sections 13(1)(d) of the Prevention of Corruption Act.

5. The petitioner had earlier moved this Court for grant of anticipatory bail in A.B.A. No. 2263/2009 which was rejected on 29.10.2009. The petitioner had thereafter preferred a quashing application in Cr.M.P. 1411/2009 in which vide order dated 23.11.2009 the proceedings were stayed and ultimately the said application was dismissed on 15.06.2023. On such dismissal and the apprehension of arrest having been revived, the petitioner against the order passed in A.B.A. No. 2263/2009 moved the Hon'ble Supreme Court in SLP (Cri) Diary No. 34598/2023 which however was dismissed as withdrawn in terms of the letter dated 25.09.2023 as the petitioner wished to approach the Sessions/Trial Court in view of the guidelines laid down in the case of Satyendra Kumar Antil v. CBI for grant of bail/ anticipatory bail.

6. Mr. Indrajit Sinha, learned counsel for the petitioner has submitted that arising out of the same transaction two cases were instituted; one being the captioned case by the CBI while the other being Dhurwa P.S. Case No. 153 of 2005 and the petitioner was not named in either of the two First Information Reports. It has been submitted that in the charge sheet filed by the CBI substantial offence alleged against the petitioner u/s 420 and 471 I.P.C. is on the basis of the fact that the petitioner forwarded a letter under his name and signature to the bank for cancellation of six genuine bank guarantees. It has been submitted that the point regarding institution of the second F.I.R. was neither argued nor considered in the earlier round seeking anticipatory bail. In fact, the petitioner has not been sent up for trial in Dhurwa P.S. Case No. 153/05. Mr. Sinha has submitted that dismissal of a petition u/s 482 Cr.P.C. will not be a bar for grant of anticipatory bail and in such context, he has referred to the case of Kamlesh v. State of Rajasthan and another passed in Criminal Appeal No. 1006/2019. The other five accused persons have been granted bail on appearance by the learned Trial Court. The petitioner has cooperated with the investigation and charge sheet has been submitted by the CBI. There is also no evidence that the petitioner was instrumental in the creation of the forged bank guarantees. In fact, the Construction Manager of M/s. RPCL, Sri Dilip Kr. Das was dealing with the bank guarantees and he has been exonerated by the CBI. The case of the petitioner, therefore stands on a much better footing than that of Dilip Kr. Das.

7. Mr. Anil Kumar, learned senior counsel (ASGI) appearing for the CBI has submitted that once the prayer for anticipatory bail of the petitioner has been rejected on merits there does not remain any scope in reagitating the same prayer moreso on account of the anticipatory bail of the petitioner having been dismissed as withdrawn by the Hon'ble Supreme Court. The only course for the petitioner in such circumstances is to surrender before the learned trial court and seek regular bail.

8. I have considered the rival submissions and have also perused the affidavits filed.

9. It appears that in ABA No. 2263/ 2009 in the order dated 29.10.2009 mention has been made of the grant of bail to Ashok Kr. Singh, the then Managing Director of M/s. RPCL in Dhurwa P.S. Case 153/2005. The fresh development post the order dated 29.10.2009 is the grant of bail to Ashok Kr. Singh in the instant case by the learned trial court on surrender on 04.08.2010. The petitioner as noted above after rejection of his prayer for anticipatory bail on 29.10.2009 had remained dormant primarily for the reason that an interim order was operating in Cr.M.P. No. 1411/2009. On account of the dismissal of Cr.M.P. No. 1411/2009 on 15.06.2023, the petitioner moved the Hon'ble Supreme Court for grant of anticipatory bail and during its pendency based on the judgment rendered in Satyendra Kumar Antil v. CBI and another reported in (2022) 10 SCC 51, the petitioner had sought withdrawal of his application in order to approach the learned Trial Court for seeking bail/ anticipatory bail and consequent to the letter dated 25.09.2023, the application was allowed to be withdrawn on 06.10.2023 in terms of the said letter.

10. The learned Trial Court considering the fact that the prayer for anticipatory bail was earlier rejected by this Court and there being no fresh grounds available to the petitioner, his renewal of such prayer was rejected vide order dated 11.12.2013. The grant of bail to Ashok Kr. Singh, the then Managing Director of M/s. RPCL on his surrender by the learned Trial Court is itself a fresh ground for reconsideration of such prayer. Moreover, it appears that the petitioner has been charge sheeted on account of the letter dated 27.10.2004 to the bank for cancellation of six genuine bank guarantees. There is no allegation

that the petitioner had not cooperated with the investigation. Charge sheet has been submitted by the CBI long back and no custodial interrogation of the petitioner is needed. So far as the reliance placed upon the case of Kamlesh v. State of Rajasthan and others (Supra) by Mr. Sinha is concerned, the same in the facts and circumstances of the case would not apply predominantly for the reason that the present case has an added feature relating to the prayer for anticipatory bail having been earlier rejected once. At the same time, as noted above, such rejection would not prevent the petitioner from his quest of seeking anticipatory bail in view of the fresh ground of the co-accused having been granted bail apart from the other factors enumerated above.

11. In view of the above, therefore, I am inclined to enlarge the petitioner on anticipatory bail. Accordingly, the petitioner is directed to surrender before the learned trial court within four weeks from today and on such surrender, he shall be released on bail on furnishing bail bond of Rs. 25,000/- (Twenty Five Thousand) with two sureties of the like amount each to the satisfaction of learned Sub Divisional Judicial Magistrate, Ranchi in connection with R.C.B.D. 01/2005/E0006, subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure.

This application stands allowed.

MK

(RONGON MUKHOPADHYAY,J.)