

26.04.2022

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Ct. No. 29

**KAUSHIK
REJECTED**

C.R.M.(A) 1894 of 2022

In Re:- An application for anticipatory bail under Section 438 of the Code of Criminal Procedure in connection with **Katwa** Police Station Case No. **171** of **2021** dated **01.07.2021** under Sections 420/406 of the Indian Penal Code.

And

In Re : Tapas Pathak

..... petitioner

Mr. Sudipto Panda

Mr. Subroto Ghosh

....for the petitioner

Mr. Rudradipta Nandy

....for the State

Petitioner prays for anticipatory bail.

Learned advocate appearing for the petitioner submits that, the petitioner was awarded a contract by the West Bengal Agro Industries Corporation Limited. The petitioner did not receive payment from such authority. Consequently, the de-facto complainant could not be paid.

Learned advocate appearing for the State draws the attention of the Court to the materials in the case diary. He submits that the petitioner obtained supplies from the de-facto complainant for an aggregate sum of Rs.7.30 lakhs. The petitioner is not paying the de-facto complainant since 2018 despite the petitioner receiving payment in respect of second

running bills raised by the petitioner on West Bengal Agro Industries Corporation Limited.

It appears from the materials in the case diary that the petitioner obtained supplies from the de facto complainant to perform his obligations in respect of a contract with West Bengal Agro Industries Corporation Limited. The petitioner herein filed a writ petition being WPA 695 of 2021 before this Court, complaining about nonpayment by West Bengal Agro Industries Corporation Limited, which was disposed of on January 13, 2021 requiring the West Bengal Agro Industries Corporation Limited to consider and decide a representation dated September 20, 2020 made by the petitioner. Such representation was decided and the petitioner was informed by a letter dated January 27, 2021 by the West Bengal Agro Industries Corporation Limited that the second running account bill amounting to Rs.23,67,059.40 was paid by such authority to the petitioner on January 22, 2019 and August 13, 2019.

The supplies made by the de facto complainant to the petitioner are of 2018, that is, prior to 2019 when the petitioner was paid his bill. There is no contract between the petitioner and the de facto complainant that the de facto complainant needs to wait to receive his payments till the petitioner is paid by the authorities.

There is no reason apart from cheating that the de-facto complainant alleges against the petitioner, for the petitioner not to pay the de-facto complainant.

The facts and circumstances of the present case warrants custodial interrogation of the petitioner.

In such circumstances, we are unable to grant anticipatory bail to the petitioner.

Accordingly, prayer for anticipatory bail of the petitioner is rejected and the application being CRM (A) 1894 of 2022 is dismissed.

(Debangsu Basak, J.)

(Bibhas Ranjan De, J.)