

06.06.2022.
59.
Ct.No.28
as
(Allowed).

C.R.M. (A) 2293 of 2022

In Re:- An application for anticipatory bail under Section 438 of the Code of Criminal Procedure filed in connection with Beniapukur P. S. Case No.130 dated 16.03.2022 under Sections 420/406/120B of the Indian Penal Code.

In the matter of : Mr. Vikas Jain.

... Petitioner.

Mr. Sandipan Ganguly, ld. Sr. Adv.,
Mr. K. J. Tewari,
Mr. T. J. Tewari.

...for the Petitioner.

Mr. Rudradipta Nandy, ld. A.P.P.,
Mr. Bitasok Banerjee.

.....for the State.

Mr. Souvik Mitter,
Mr. Avijit B. Das,
Mr. Diptangshu Basu.

...for the de-facto complainant.

Heard the learned Advocates appearing for the parties.

Mr. Sandipan Ganguly, learned Senior Advocate appearing for the petitioner submits there was a commercial transaction between the parties. With regard to dishonour of cheques issued in favour of the petitioner's concern, criminal case was registered against the de-facto complainant. In retaliation, the present case has been registered.

Mr. Souvik Mitter, learned Advocate appearing for the de-facto complainant submits petitioner had been paid over Rs.6 crores as consideration for supply of scientific equipments which were to be exported to Bangladesh. Due to

sub-standard quality, equipments were rejected resulting in loss. Ingredients of the offence of cheating are disclosed.

Learned Advocate appearing for the State opposes the prayer for anticipatory bail.

We have considered the materials on record. Contract was executed between the parties with regard to supply of scientific equipments for export. While it is contended on behalf of the de-facto complainant that some of the equipments were of sub-standard quality and export obligations could not be made, it is the petitioner's contention that part of outstanding dues remained unpaid and the cheques issued by the de-facto complainant were dishonoured. Without going into the question whether the initiation of prosecutions against the de-facto complainant at the behest of the petitioner were just, we are of the considered opinion allegations with regard to breach of contractual obligations touching the quality of goods without anything more may not attract the offence of cheating. It is nobody's case that fraudulent representations were knowingly made at the inception of the transaction by the petitioner. That apart, the instant case was instituted after criminal case had been registered against the de-facto complainant.

In view of the aforesaid facts, we are of the opinion that custodial interrogation of the petitioner is not necessary and he may be granted anticipatory bail.

Accordingly, we direct that in the event of arrest the petitioner shall be released on bail upon furnishing a bond of Rs.25,000/- with two sureties of like amount each, to the satisfaction of the arresting officer and subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure, 1973 and on further condition that the petitioner shall appear before the court below and pray for regular bail within four weeks from date.

This application for anticipatory bail is, thus, disposed of.

(Ananya Bandyopadhyay,J.)

(Joymalya Bagchi, J.)