

14.11.2022.  
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as  
(Allowed)

**C.R.M. (DB) 1930 of 2022**

In Re:- An application for cancellation of bail under Section 439(2) of the Code of Criminal Procedure.

In the matter of : Sujit Mondal.

.... Petitioner.

Mr. Arindam Jana,  
Mr. Soumyajit Chatterjee,  
Mr. Prithish Bandyopadhyay.

...for the Petitioner.

Mr. Rudradipta Nandy, Id. A.P.P.,  
Ms. Sonali Das.

...for the State.

Mr. Masum Ali Sardar.

...for the OP.No.2 & 3.

Order dated 07.06.22 passed by the learned Additional Chief Judicial Magistrate, Barrackpore, North 24-Paragans granting bail to opposite party Nos.2 and 3 is under challenge.

Learned Advocate for the petitioner-de facto complainant submits his client was forcibly abducted by the accused persons. At gun point, he was initially asked to transfer Rs.1,30,000/- through Google Pay application. As the maximum limit in the application was Rs.1 lakh, the said amount was transferred to the opposite party Nos.2 and 3 under coercion. On the next day, his wife went to the police station. Opposite party No.2 contacted his wife and asked him to come to Barasat. With the help of another co-accused viz., Asish Kumar Nag @ Ashish (Opposite party No.2 in CRM (DB)

2013 of 2022) Rs.10.4 lakhs was transferred. Petitioner was also forced to sign on blank stamp papers. Without considering the gravity of the aforesaid allegations and barely after 13 days of detention, learned Magistrate enlarged the opposite parties-accuseds on bail. Hence, their bail may be cancelled.

Learned Additional Public Prosecutor also supports the prayer for cancellation of bail. He submits purported agreement relied upon by the learned Magistrate is a fabricated one.

We have considered the materials on record including the impugned order of the learned Magistrate. Learned Magistrate has referred to a money receipt of Rs.12 lakhs and admission of an additional liability of Rs.26 lakhs payable by the petitioner to opposite party No.2 while granting bail.

Learned Advocate for the opposite parties-accuseds referred to such fact and relied on a purported agreement dated 1<sup>st</sup> December, 2020 wherein petitioner admitted to have taken a sum of Rs.37 lakhs from opposite party no.2 for admission of students in different academic courses.

Prima facie, the document appears to be a suspicious one. It has been executed on a stamp paper which was purchased in 2013. In spite of queries, learned Advocate is unable to place any material before us with regard to the nature of business of the petitioner or the particulars of the students and the courses in which admissions were sought to be made. Hence, it appears to us the documents relied upon by the opposite parties-accuseds are sham. On the other hand,

statement of the petitioner shows he was abducted and the opposite parties-accuseds had forcibly extracted a sum of Rs.1,40,000/- from him. Fire arms were also recovered in the course of investigation. Learned Magistrate failed to consider the aforesaid incriminating materials and enlarged the opposite parties-accuseds on bail.

Gravity of the offence and materials collected in the course of investigation are important factors which required to be kept in mind while granting bail. That apart, order of bail appears to have been procured on the basis of patently unreliable documents.

Under such circumstances, we are of the opinion order of bail granted to the opposite parties-accuseds is liable to be cancelled. Order dated 07.06.2022 is set aside. Bail granted to opposite parties-accuseds are cancelled. They are directed to surrender before the learned Magistrate positively within seven days failing which the investigating agency as well as the court below shall resort to appropriate processes for their apprehension in accordance with law.

The application for cancellation of bail is, thus, allowed.

**(Ajay Kumar Gupta,J.)**

**(Joymalya Bagchi, J.)**