

CRM 6507 of 2021

In re : An Application for under Section 439(2) of the Code of Criminal Procedure.

-And-

In the matter of : **Alok Kumar Bhattacharya @ Alok Bhattacharya**
... .. Petitioner

Mr. Antarikhya Basu, Advocate
Mr. Sayan Mukherjee, Advocate

... .. For the Petitioner

Mr. Swapan Banerjee, Advocate
Ms. Purnima Ghosh, Advocate
... ..For the State

Mr. Debojyoti Barman, Advocate
Ms. Sanjukta Basu Mullick, Advocate
... .. for the respondent

Petitioner seeks cancellation of the order granting anticipatory bail dated July 30, 2021 passed by the learned Sessions Judge (In-Charge), Alipore in Criminal Misc. Case No. 3629 of 2021.

Learned Advocate for the petitioner submits that learned Judge misconstrued and misunderstood the complaint lodged.

He submits that the issue is not of giving of a flat of a lesser area. In fact, the private opposite parties sold the flat which was earmarked for possession of the de-facto complainant in terms of the development agreement. He refers to a letter dated January 17, 2020 by which, the private opposite parties specified the flats which were to be made over to the petitioner. The private opposite parties are relying upon forged documents.

State and the private opposite parties are represented.

Learned Advocate for the private opposite parties relies upon various documents and submits that the private opposite parties are ready and willing to make over a particular flat to the petitioner. Since the particular flat contains an area which is lesser than the agreed area of the flat to be made over to the petitioner, the private opposite parties are ready and willing to pay the appropriate compensation in respect of the shortfall. Repeated letters were written to the petitioner for the purpose of taking possession of such earmarked flat and the shortfall money. Despite such letters the petitioner did not react.

Learned Advocate for the petitioner in response submits that the flat in question is 3A1 not 3J1 as sought to be contended on behalf of the private opposite parties.

There are disputes between the private parties with regard to the development agreement. The issue as to whether petitioner is entitled to a particular flat as claimed by the petitioner is yet to be decided finally.

Learned Judge while granting the order of anticipatory bail considered the contention of both the sides and the materials in the case diary and granted anticipatory bail to the private opposite parties.

In the facts and circumstances of the present case since the issue as to which flat that the petitioner is entitled to be put in possession is still at large the grant anticipatory bail by the jurisdictional court in favour of the private opposite parties cannot be faulted.

Consequently, we find no reason to interfere with the impugned order.

CRM 6507 of 2021 is dismissed.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)