

CRM (DB) 2916 of 2022

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

In the matter of: **Smt. Anurupa Basu (Chakraborty)**

... .. Petitioner

Mr. Pratim Chowdhury, Advocate
Mr. S. Dewan, Advocate
Mr. Tamal Taru Panda, Advocate
Mr. Sourav Mondal, Advocate
Mr. Abhishek Adhya, Advocate

... .. For the Petitioner

Mr. Arindam Sen, Advocate
Mr. Kaunish Chakraborty, Advocate
Mr. Saurav Basu, Advocate
Mr. Samuel Haque, Advocate

... ..For the O.P. No. 2

Ms. Faria Hossain, Advocate
Ms. Baisali Basu, Advocate

... .. For the State

Petitioner seeks cancellation of the order granting anticipatory bail passed by the learned Sessions Judge on June 21, 2022.

Learned Advocate appearing for the petitioner submits that the private opposite party did not pay any amount save and except the sum of Rs.10 lakhs after obtaining the power of attorney from the petitioner. The private opposite party sold the property for sum in excess of Rs.2 crores. The petitioner is allegedly entitled to at least 1/3rd of the sale proceeds. The private opposite party not paying such sale proceeds to the petitioner is guilty of mis-appropriation of amounts belonging to the petitioner at the very least. The learned Sessions Judge while granting the order for anticipatory bail did not take such fact into consideration. Consequently, the impugned order is perverse.

State and the private opposite are presented.

Learned Advocate appearing for the private opposite party acted in terms of the agreement entered into the private opposite party made over the amount to the persons who are allegedly entitled to the same. He denies any liability so far as the petitioner is concerned.

The police complaint arises out of civil disputes. The civil liability, if any, of the private opposite party to the petitioner is yet to be ascertained by a competent Court of law.

The learned Judge while granting the order of anticipatory bail took into consideration the agreement of sale and the power of attorney and the amount paid with regard thereof. It cannot be said that the impugned order is perverse.

While considering cancellation of an order of anticipatory bail, where two views are possible and one of such views is taken by the learned Judge granting anticipatory bail, we need not substitute the same.

In such circumstances, we find no ground to interfere with the impugned order.

CRM (DB) 2916 of 2022 is dismissed.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)