

3 18.05.2023
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(AD) Court No.29
(Allowed)

C.R.M. (A) 1978 of 2023

In Re: - An application for anticipatory bail under Section 438 of the Code of Criminal Procedure in connection with **Rabindra Sarobar** P.S. Case No.34 of 2023 dated 23/03/2023 under Sections **498A/406/506/467/341** of the Indian Penal Code corresponding to CGR No.855/23.

And

In the matter of: **Lalit Gupta & Anr.**

....petitioners.

Mr. Sabyasachi Banerjee
Mr. Abhra Jena

...for the petitioners.

Mr. Saswata Gopal Mukherjee, Ld. PP
Mr. Partha Pratim Das
Mrs. Manasi Roy

...for the State.

Mr. Debashish Roy
Mr. Avik Ghatak
Mr. Soumya Nag
Mr. Abhinav Rakshit

... for the de facto complainant.

With

C.R.M. (A) 1980 of 2023

In Re: - An application for anticipatory bail under Section 438 of the Code of Criminal Procedure in connection with **Rabindra Sarobar** P.S. Case No.34 of 2023 dated 23/03/2023 under Sections **498A/406/506/467/341** of the Indian Penal Code corresponding to CGR No.855/23.

And

In the matter of: **Yug Gupta**

....petitioner.

Mr. Sabyasachi Banerjee
Mr. Abhra Jena

...for the petitioner.

Mr. Saswata Gopal Mukherjee, Ld. PP
Mr. Partha Pratim Das
Ms. Eshita Dutta

...for the State.

Mr. Debashish Roy
Mr. Avik Ghatak
Mr. Soumya Nag
Mr. Abhinav Rakshit

... for the de facto complainant.

Two applications for anticipatory bail are taken up for consideration analogously as they emanate out of the same police case.

Both the applications were heard analogously on May 15, 2023 also.

The Court is informed that, a major portion of the stridhan articles were seized.

There are disputes and differences between the private parties with regard to the quantum of stridhan articles.

We are not minded to enter into such disputes at the present moment.

Learned Advocate for the husband submits, on instructions, that his client is ready and willing to pay interim maintenance of Rs.75,000/- (Rupees Seventy Five Thousand Only) per month to the de facto complainant till adjudication of the quantum and the period of maintenance, if at all required to be paid by the husband to the de facto complainant. He contends that the de facto complainant is sufficiently well off with independent income to maintain herself and, therefore, there is no requirement for payment of any maintenance. He submits that, interim maintenance is being offered in order to establish the *bona fides* of his client. This offer is wholly without prejudice to the rights and contentions of his client that no maintenance is payable by his client to the de facto complainant.

State and the de facto complainant are represented.

Learned Advocate appearing for the State draws the attention of the Court to the materials in the case diary.

Learned Advocate for the de facto complainant submits that there were incidents of torture on the de facto complainant by reason of which the de facto complainant was forced to return to her paternal home.

In considering the prayer for anticipatory bail of the petitioners in the two applications, we took into account the conduct of the petitioners and the materials in the case diary.

Materials in the case diary together with the conduct of the petitioners do not suggest requirement of custodial interrogation of the petitioners in the two applications.

The offer of the husband of payment of interim maintenance on the terms and conditions as noted above, is placed on record.

Learned Advocate for the husband offers to pay the interim maintenance commencing from the month of May, 2023. He submits that for the month of May, 2023, the interim maintenance will be paid by May 31, 2023 and for the subsequent months from June, 2023 the same will be paid within 15th of such month.

Learned Advocate-on-record for the de facto complainant is requested to make over the banking details of the de facto complainant to the learned Advocate-on-record for the husband so that the amount as offered by way of interim maintenance is credited to such bank account of the de facto complainant month by month within the time as offered.

It is made clear that we did not enter into adjudication of either the quantity or the period of maintenance to be paid by the husband to the de facto complainant at all. Such issue is kept open to be decided by an appropriate forum.

In such circumstances, we grant anticipatory bail to the petitioners in the two applications.

Accordingly, we direct that in the event of arrest, the petitioners in both the applications shall be released on bail upon furnishing a Bond of Rs.10,000/- (Rupees Ten Thousand Only) each, with two sureties of like amount each to the satisfaction of the Arresting Officer and also 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 no.1 in CRM (A) 1978 of 2023 and petitioner in CRM (A) 1980 of 2023 will report before the Investigating Officer once a month till the conclusion of the investigation and petitioner no.2 in CRM(A) 1978 of 2023 will cooperate with the investigation till the conclusion of the investigation and on condition that the petitioners in both the applications shall appear on every date before the jurisdictional Court on and from the date fixed for appearance of the accused and in default, the jurisdictional Court will pass appropriate order to secure the presence of the petitioners in both the applications in Court including cancelling the anticipatory bail granted without further reference to this Court.

The prayer for anticipatory bail of the petitioners in both the applications is allowed.

C.R.M. (A) 1978 of 2023 and **C.R.M. (A) 1980 of 2023**
are disposed of.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)