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C.R.R.2366 of 2021

Majibul Molla @ Mojibul Molla
Versus
The State of West Bengal and others

With

C.R.R. 2178 of 2021

Sri Swapan Rana
Versus
State of West Bengal and others.

Mr. Soumyajit Das Mahapatra,
Mr. Shamik Chatterjee,
Mr. Aditya Bikram Mahata,
Mr. Sahil Kabir.

...for the petitioner in CRR 2366 of 2021 and
the opposite party no.2 in CRR 2178 of 2021.

Mr. Arijit Ganguly,
Ms. Manisha Sharma.

...for the State in CRR2366 of 2021.

Ms. Aiswarjya Gupta,
Ms. Priyanka Saha,
Ms. Komal Singh.

...for the petitioner in CRR 2178 of 2021 and
the opposite party no.2 in CRR 2366 of 2021.

Mr. Tapodip Gupta.

...for the opposite party no.3 in both the
applications.

Mr. Iqbal Kabir.

...for the State in CRR 2178 of 2021.

Report submitted by Mr. Kabir be kept with the record.

In both the revisional applications being CRR 2366 of

2021 and CRR 2178 of 2021 prima facie it reflects that the associates have fallen against each other. Additionally, in both the revisional applications, an agreement has been enclosed wherein the terms “vendor” and “purchasers” have been incorporated. The agreement as is reflected was entered into in the month of September, 2019.

Mr. Iqbal Kabir, learned advocate appearing for the State has submitted a report which reflects that the dues of the financial company has been cleared and the amount which was financed was to the extent of Rs.22,18,000/- ranging from 4.5.2017 to 4.6.2021. The net receivable now reflects to be –Rs.10,209/-.

The contents of the agreement were according to the convenience of the parties at the relevant point of time and has been admitted by the petitioner and the opposite parties in both the revisional applications. Prima facie, it reflects from the agreement that there is a waiver on the part of the vendor therein. The claim of the petitioner in CRR 2178 of 2021, namely, Swapna Rana or for that matter the opposite party no.3, namely, Sajal Dewasi cannot be ruled out.

In view of the aforesaid, I direct that the learned ACJM, Durgapur will consider afresh relating to the claim of the three persons, namely, Majibul Molla @ Mojibul Molla, Swapna Rana and Sajal Dewasi. Needless to state that each of them will place their financial statements as well as the documents which they have in their possession. Learned court will take into account the agreement dated 2nd September, 2019 which was signed by each of

the parties and arrive at a fresh findings. Needless to state that who ever is granted the interim custody will have to furnish bank guarantee, the amount of which would be assessed by the learned ACJM, Durgapur.

For the present, the order dated 12.07.2021 passed by the learned ACJM, Durgapur and the order dated 03.09.2021 passed by the learned Additional Sessions Judge, First Court, Durgapur are hereby set aside.

As directed above, learned ACJM, Durgapur would freshly consider the issue relating to interim custody of the tripper in respect of the three persons abovenamed.

With the aforesaid directions, CRR 2366 of 2021 and CRR 2178 of 2021 is disposed of.

Pending application, if any, is consequently disposed of.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(Tirthankar Ghosh, J.)