31.08.2023
SL. 52
Court No. 29
Sourav
(Rejected)

C.R.M. (A) 3579 of 2023

In Re: - An application for anticipatory bail under Section 438 of the Code of Criminal Procedure in connection with **Electronic Complex** Police Station Case No. **72** of **2023** dated **23.05.2023** under Sections **406/420/465/467/468/471/120B** IPC (corresponding to G.R. Case No. 512 of 2023).

And

In the matter of: **Sri Deb Kumar Bandyopadhyay @ Deb Kumar Banerjee**

….petitioner.

Mr. Dipanjan Chatterjee
Mr. Triptimoy Talukder
Mr. Abhiraj Tarafdar
Mr. Jyotirmoy Talukder

…for the petitioner.

Mr. Ranabir Roy Chowdhury
Mr. Sandip Chakraborty

… for the State.

Mr. Sabyasachi Banerjee
Mr. N. A. Chakraborty
Mr. Anirban Dutta
Mr. Abhra Jana

… for the defacto complainant.

1. Heard learned Counsel for the parties.
2. The informant and others run a company in the name and style of India Power Corporation Ltd. In response to an open tender floated by Madhya Kshetra Vidyut Vitaran Co. Ltd., a Govt. of Madhya Pradesh undertaking, the informant submitted tender for the same. Fortunately, the bid was knocked in his favour and the petitioner was directed to deposit performance bank guarantee of about Rs. 26 crores.
3. The petitioner did not have that amount to provide performance bank guarantee. He approached the present petitioner, who is the partner of Polymas Marketing and

Services, a financial consultant.

4. The present petitioner took service charges of about Rs. 3 crores from the informant and assured him that he shall provide the necessary performance bank guarantee by collecting the same from different customers which are banks.
5. It is alleged that the petitioner creating fake account of the bank in the e-mail portal, sent the performance bank guarantee of Rs. 26 crores to the aforesaid Govt. of Madhya Pradesh undertaking.
6. On verification, the aforesaid company before whom the informant had filed a tender got the matter verified by the concerned bank and came to know that the performance bank guarantee provided to the tenderer company by the alleged banks are certified to be fake by the said bank authorities, whose names were there in the impugned bank guarantee. As a consequence, the bid which was knocked in favour of the petitioner stood cancelled.
7. Learned Counsel for the petitioner with vehemence submits that this is purely civil dispute and remedy lies in common law forum not with criminal court. It is further submitted by him that the petitioner has not created the fake bank portal in the E-mail and has not sent any documents purported to be the forged bank guarantee as alleged now by the informant.
8. From the narration of facts as above, we are of the considered view that the petitioner or his employees whoever he may be has played a major role in the entire transaction so far as providing of fake bank guarantee to the tenderer is concerned.

The petitioner being a partner of the company to whom the informant had approached for providing the performance bank guarantee is also liable criminally at least *prima facie.* The entire transaction as alleged and as refuted is purely a question of fact to be decided at the time of trial but to arrive at the root of the cause, custodial interrogation of the petitioner is felt necessary by us.

9. Accordingly, the prayer for anticipatory bail is rejected.

10. The application being **CRM (A) 3579 of 2023** is dismissed.

(Chitta Ranjan Dash, J.)

(Partha Sarathi Sen, J.)