

16.12.2024
05
Ct. No. 28
SG
[ALLOWED]

C. R. M. (A) 3898 of 2024

In Re: An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Lake Town Police Station Case No. 214 of 2024 dated 11.07.2024 under Sections 420/406/34 of the Indian Penal Code.

And

In Re: **Nilkantha Saha and Ors.**

... .. Petitioners

Mr. Subhashis Saha.

... .. for the petitioners

Mr. Bitashok Banerjee,
Ms. Srilekha Chattopadhyay.

... .. for the State

Ms. Soma Ghosh.

..... for the de facto complainant

1. Petitioners contend the dispute is civil in nature. They had entered into a development agreement with the complainant. In terms of the agreement money was handed over to the complainant who in turn reinvested the money in the business of the petitioners. Since then, they have paid Rs.86 lakhs to the complainant. There is no dishonesty in the transaction. Accordingly, they pray for anticipatory bail.

2. Report is placed on record by State.

3. Learned Advocate for the State and *de facto* complainant in person denies and disputes the submission of the petitioners. It is contended the petitioners dishonestly induced the *de facto* complainant to enter into the development agreement. Thereafter, painting a rosy picture with regard to their business affairs induced her to reinvest the money in their business.

Since then, barely Rs.30 lakhs have been returned to the *de facto* complainant and a sum of over Rs.1 crore is outstanding.

4. We have considered the materials on record. Development agreement was executed by and between the parties. In terms of the agreement petitioners handed over money to the *de facto* complainant. Thereafter, *de facto* complainant had reinvested the money in the petitioners' business. Whether the reinvestment proposal was a product of dishonest inducement or not requires to be appreciated in the factual matrix of the case at the appropriate stage of the proceeding. It is undeniable certain amounts have been repaid though not fully in terms of the understanding between the parties. However, mere breach of terms of understanding cannot per se constitute criminal offences. It is redressable before appropriate civil forum in accordance with law. During the hearing a sum of Rs.2 lakhs was handed over by the petitioners to the *de facto* complainant.

5. Keeping in mind the aforesaid facts, we are of the opinion though custodial interrogation of the petitioners is not necessary, petitioners require to cooperate with investigation in accordance with law.

6. Accordingly, we direct that in the event of arrest, the petitioners viz., **(1) Nilkantha Saha, (2) Mangala Saha and (3) Anindya Saha** be released on bail upon furnishing a bond of Rs.10,000/- 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 482(2) of the Bharatiya Nagarik Suraksha Sanhita, 2023 and on further condition

petitioners while on bail shall meet the officer-in-charge, Lake Town Police Station once in a week or until further orders. They shall appear before the jurisdictional court and pray for regular bail within four weeks from date.

7. The application for anticipatory bail is, thus, disposed of.

8. It shall be open to the *de facto* complainant to take appropriate steps in accordance with law for realization of outstanding dues, if any, before the appropriate forum.

(Gaurang Kanth, J.)

(Joymalya Bagchi, J.)