

IN THE HIGH COURT AT CALCUTTA
CRIMINAL MISCELLANEOUS JURISDICTION
APPELLATE SIDE

CRM (NDPS) 29 of 2025

Safikul Islam
Vs.
The State of West Bengal

Before: The Hon'ble Justice Arijit Banerjee

&

The Hon'ble Justice Apurba Sinha Ray

For the Appellant :	Mr. Sekhar Basu, Sr. Adv. Mr. Arushi Rathore, Adv. Mr. Imtiaz Akhtar, Adv. Ms. Arena Bhowmik, Adv.
For the State :	Mr. Rudradipta Nandy, Ld. APP. Mr. Nirupam Dhali, Adv.
For Orders On:	20.03.2025

Apurba Sinha Ray, J. :-

1. Learned counsel for the petitioner has submitted that the petitioner has been arrested on the basis of a co-accused's statement. Nothing was recovered from his possession. The police seized a sum of Rs. 22,70,000/-

(Twenty Two Lakhs Seventy Thousand Only) cash from his house but the same was the consideration money of a land being sold to some known persons. The learned counsel has drawn our attention to one document in support of such transfer. As the petitioner has been languishing in the judicial custody for more than 3 (three) months the petitioner may be enlarged on bail on any condition. The learned counsel has submitted that the Hon'ble Supreme Court in several cases such as **Tofan Singh Vs. State of Tamil Nadu** reported in **(2021) 4 SCC 1**, **Ajay Kumar Gupta Vs. Union of India** reported in **(2024) 9 SCC 455**, **Balwinder Singh (Binda) & Anr. Vs. Narcotics Control Bureau** reported in **2023(4) Crimes 487 (SC)** has observed that the arrest of a person on the basis of a co-accused's statement, or confessional statement of the co-accused, is illegal.

2. The learned counsel for the State opposes the prayer for bail. According to him, there are several criminal antecedents of the present petitioner and further a huge sum amounting to Rs. 22,70,000/- (Twenty Two Lakhs Seventy Thousand Only) in cash was recovered from the house of the petitioner. There are sufficient materials showing that the petitioner is involved in the dealings of contraband articles and such ill-gotten money has been procured from illegal drug trafficking or drug business which he carries out through Indo-Bangladesh Border. The investigation is still going on and, therefore, if the petitioner is enlarged on bail, the prosecution may suffer a lot.

3. We have gone through the Case Diary. It appears therefrom that a sum of Rs. 22,70,000/- (Twenty Two Lakhs Seventy Thousand Only) kept in a grey coloured school bag was recovered from the house of the present petitioner on 30.11.2024. The petitioner furnished an unregistered agreement for sale dated 05.11.2024 showing the proposed land transaction. It is revealed from the record that the instant case being Kaliachak PS Case No. 1770 of 2024 dated 03.11.2024 was started when the co-accused with contraband articles were intercepted on 03.11.2024. The execution of agreement for sale on 05.11.2024 soon after the apprehension of co-accused in connection with this case on 03.11.2024, raises a serious doubt about the genuineness of the unregistered document executed on 05.11.2024. Giving a sum of Rs. 20,00,000/- (Twenty Lakhs Only) in cash on an unregistered document is quite unusual. Therefore, in our consideration, the recovery of huge sum of cash from the house of the petitioner indicates sufficient prima facie material in support of the prosecution case. The investigation is still going on and there are incriminating materials against the present petitioner. We have considered the above case laws where we have found that the factual aspect of the said cases is not similar to the factual matrix of the instant case. In the instant case, not only the statement of the co-accused but also a huge sum of unaccounted money is found in the house of the petitioner, which was allegedly a profit of illegal drug trafficking, soon after the apprehension of the prime FIR named accused. We are not inclined to allow the prayer of the petitioner at this stage. Accordingly, the bail prayer stands rejected.

4. CRM (NDPS) 29 of 2025 is, thus, disposed of. The case diary be returned.

5. Urgent photostat certified copies of this Order, if applied for, be supplied to the parties on compliance of all necessary formalities.

I Agree.

(APURBA SINHA RAY, J.)

(ARIJIT BANERJEE, J.)