

C. R. M. (A) 50 of 2025

In Re: An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 filed on 03.01.2025 in connection with Bhagwanpur Police Station Case No.353 of 2024 dated 12.11.2024 under Sections 126(2)/115(2)/318(4)/336(2)/337/338/336(3)/336(4)/340(2)/341(1)/339/351(2) of the Bharatiya Nyaya Sanhita, 2023. (G.R. Case No.1225 of 2024)

And

In Re: ***Kalimuddin Mallick***

... .. Petitioner

Mr. Sabir Ahmed
Mr. Bhaskar Hutait
Mr. Tasnim Ahmed

... .. for the petitioner

Mr. Santanu Talukder
Mr. Sayak Chakrabarti
Mr. Wrickbrata Roy
Mr. Iswar Das
Mr. S. Chatterjee

... .. for the de-facto complainant

Ms. Zareen N. Khan
Mr. Arani Bhattacharyya

... .. for the State

1. It is submitted on behalf of the petitioner that he had entered into a notarized agreement with the de-facto complainant in respect of plot of land. He had paid a sum of Rs.4.55 crores to the de-facto complainant in the said transaction. Subsequently de-facto complainant alleged the notarized agreement is forged and no money had changed hands. Case has been registered. Accordingly, he prays for anticipatory bail.
2. In light of the aforesaid submission that petitioner had paid Rs.4.55 crores to the de-facto complainant, we directed the Investigating Agency to submit report.

3. Report is placed on record. From the report it appears petitioner's claim has not been substantiated.

4. Petitioner claimed he had sold land and received Rs.32.25 lakhs. However, documents furnished by him did not corroborate this fact. It was also contended one Gourang Kuvadia had invested a sum of Rs.3.5 crores. Report shows inspite of notice to said Gourang Kuvadia, he has not responded.

5. De-facto complainant contends his signature in the notarized agreement is forged.

6. We have considered the materials on record. Dispute has cropped up with regard to authenticity of the notarized agreement purportedly executed between the petitioner and the de-facto complainant. While the de-facto complainant contends the notarized agreement is forged, petitioner has strenuously argued de-facto complainant's LTI is genuine and cash of Rs.4.55 crores had been handed over to him. Investigation conducted till date does not support the petitioner's plea regarding payment of Rs.4.55 crores.

7. This court is not concerned with the execution of the notarized agreement in question. The principal concern of the criminal court is to determine whether the notarized agreement is a forged one and if so, was the forgery done by the petitioner. De-facto complainant has relied on a private expert's report that his signature on the agreement is forged but petitioner contends LTI impression of the de-facto complainant is genuine. Suspected notarized agreement is in possession of the Investigating Agency and has been sent for handwriting examination. Progress of forensic investigation would not require custodial interrogation. De-facto complainant apprehends the petitioner is a powerful person and there is likelihood he may be dispossessed.

8. Under such circumstances, we are of the opinion though custodial interrogation of the petitioner is not necessary, his movement requires to be restricted in order to instil confidence in the mind of the de-facto complainant and to prevent escalation of violence in the area.

9. Accordingly, we direct in the event of arrest, the accused/petitioner, namely, ***Kalimuddin Mallick***, be released on bail upon furnishing a bond of Rs.10,000/- (Rupees Ten thousand only), 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 that the petitioner, while on bail, shall not enter the jurisdiction of Bhagwanpur Police Station and shall report to the Investigating Officer once in a week until further orders. He shall provide his signature and handwriting, if not already done. He shall appear before the jurisdictional court and pray for regular bail within four weeks from date.

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

(Gaurang Kanth, J.)

(Joymalya Bagchi, J.)