

05.02.2025.
12.
Ct. No. 28
SG
(Allowed)

C. R. M. (A) 52 of 2025

In Re: An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Basirhat Police Station Case No. 750 of 2024 dated 10.10.2024 under Sections 318(4)/316(2)/3(5) of BNS.

And

In Re: **Sk. Mujibur Rahman.**

..... Petitioner

Mr. Anirban Dutta,
Ms. Prerana Choudhary.

.....for the petitioner

Mr. Ranadeb Sengupta,
Mr. Karan Bapuli.

.....for the State

Mr. Krishnendu Bhattacharya,
Mr. Akash Siddhartha,
Ms. Shalini Bairagi,
Mr. Rounak Majumdar,
Mr. Anirban Kumar Banerjee.

...for the de facto complainant

1. Petitioner contends he had entered into a contract to deliver machineries to the *de facto* complainant. In terms of the agreement the machineries had been delivered under various invoices at the *de facto* complainant's factory. Pursuant to the *de facto* complainant's request, bank personnel inspected the delivered machineries and released the payments. Subsequently, *de facto* complainant has raised a plea that the machineries are defective and some of them have not been delivered. On this allegation the criminal case has been registered. Co-accused had been granted bail. Accordingly, he prays for anticipatory bail.

2. In light of the aforesaid submissions State was called upon to verify whether the machineries had been delivered to the *de facto* complainant or not. Report is placed on record. Report encloses five invoices with regard to delivery of goods. It states that deliveries were effected in respect of the first two invoices and partly in respect of the third and fourth invoices. In respect of the fifth invoice it is contended no delivery was made.

3. *De facto* complainant alleges his signature is forged in the said invoice. He also submits petitioner had acted in connivance with bank officials and misappropriated public money.

4. We have considered the rival submissions at the bar. The dispute relates to non-supply of goods to the *de facto* complainant. Materials collected in the course of investigation show goods were partly delivered to him. It is also relevant to note on the request of the *de facto* complainant bank officials examined the delivered goods and released payments. No disciplinary proceeding has been initiated against any bank official on this score. Prayer for bail of the bank manager has been allowed. In this backdrop, we are of the considered view whether non-delivery of the remaining machinery was a breach of contract simplicitor or would constitute dishonest intention to defraud the complainant requires to be assessed at the appropriate state of the proceeding. No convincing material is placed on record in support of the allegation that the *de facto* complainant's signature is forged on the fifth invoice. Moreover, investigation in this regard may not require custodial interrogation. Whether statement of the driver of the vehicle

bearing registration mark *WB 29A 9433* relates to supply of goods under the fifth invoice (alleged not be delivered) also would require further investigation.

5. Under such circumstances, we are inclined to grant anticipatory bail to the petitioner subject to conditions.

6. Accordingly, we direct that in the event of arrest, the petitioner viz., **Sk. Mujibur Rahman** be released on bail upon furnishing a bond of Rs.10,000/-, 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 shall meet the investigating officer once in a week until further orders. He 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.

(Subhendu Samanta, J.)

(Joymalya Bagchi, J.)