

19.02.2025

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[ALLOWED]

C. R. M. (A) 573 of 2025

In Re: An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Gariahat Police Station Case No. 285 of 2023 dated 27.12.2023 under Sections 420/120B of the Indian Penal Code.

In Re: *Indrajeet Ray.*

... .. Petitioner

Mr. Sourov Mondal,
Mr. Manish Debnath,
Mr. Arijit Bhuiya,
Mr. Rony Mondal.

... .. for the Petitioner

Mr. Joydeep Biswas,
Mr. Karan Bapuli.

... .. for the State

Mr. Souvik Mitter,
Md. Yaser A. Ismail,
Ms. Pratiti Das.

...for the de-facto complainant.

1. Petitioner submits he is the owner of the property. De-facto complainant entered into an agreement for sale but did not pay the entire sale consideration within the stipulated time. As he was in urgent need of money, petitioner sold the property to a third party. He prays for anticipatory bail.
2. Learned Advocate for the State opposes the prayer for anticipatory bail. He submits petitioner had dishonestly sold the property and misappropriated the money advanced.
3. Learned Advocate for the de-facto complainant submits petitioner had entered into an agreement for sale with his client. A sum over Rs.48 lakhs was handed over to the petitioner. Within three months the latter sold the property to a third party. This demonstrates his dishonest intention.

4. We have considered the materials on record. An agreement for sale was executed between petitioner and de-facto complainant. In terms of the said agreement, de-facto complainant had paid a sum over Rs.48 lakhs. While petitioner contends he did not pay the remainder sale consideration and due to pressing family needs he sold the property to a third party, de-facto complainant would argue petitioner dishonestly sold the property to a third party. Allegations at its height disclose breach of contractual obligation arising out from a sale agreement. Purpose of investigation is not to ensure recovery of money in a contractual dispute. Petitioner has pleaded due to pressing family needs i.e. mother's illness he had to sell the property to a third party. It is trite mere breach of contractual obligation *per se* would not infer existence of dishonest intention at the inception of the transaction.

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

6. Accordingly, we direct that in the event of arrest, the petitioner viz., **Indrajeet Ray** 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 BNSS. 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.

(Gaurang Kanth , J.)

(Joymalya Bagchi, J.)

