

26.02.2025

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Allowed

C.R.M. (A) No. 683 of 2025

In Re:- An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita in connection with Arambagh Police Station Case No. 633 of 2024 dated 07.11.2024 under Sections 420/406 of the Indian Penal Code.

And

In Re : Swapna Basu Khandokar petitioner

Mr. Dibyendu Chatterjee
Mr. Pritam Majumdar
Mr. Rahul Deb Goenka

.....for the petitioner

Mr. Avishek Sinha
Mr. Sanjida Sultana

....for the State

1. Learned Counsel for the petitioner submits she had entered into an agreement for sale with the *de facto* complainant. Subsequently she cancelled the agreement and has returned part of the money advanced. She prays for anticipatory bail.

2. Learned Counsel for the State opposes the prayer for anticipatory bail.

3. We have considered the materials on record. Dispute centers around the alleged breach of contractual obligations arising from a sale agreement. Mere breach of terms of sale agreement would not attract the offence of cheating. Under such circumstances, we are inclined to grant anticipatory bail to the petitioner.

4. Accordingly, we direct that in the event of arrest the petitioner shall 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 and on condition that she shall appear before the jurisdictional court and pray for regular bail within a period of four weeks from date.

5. The application for anticipatory bail is, thus, allowed.

(Gaurang Kanth, J.)

(Joymalya Bagchi, J.)