

AD 5
April 30, 2025
Ct. 28
SG

Allowed

CRM(A) 1158 of 2025

An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Memari P.S. Case No.669 of 2024 dated 11.08.2024 under Sections 20(b)(ii)(c)/25/29 of the NDPS Act.

And

In the matter of:

Puja Chowdhury

... petitioner

Mr. Soumyajit Das Mahapatra

Mr. Palash Bapari

Ms. Madhurai Sinha

... for the petitioner.

Ms. Anasuya Sinha

Mr. Mujibar Ali Naskar

... for the State

Report filed by the State is taken on record.

It contains copy of a lease agreement dated 31.05.2024, wrongly captioned as 'Sale Agreement', whereby the petitioner had given the vehicle on rent to a third party.

Learned counsel appearing for the petitioner submits that she is only the owner of the vehicle. She had given the vehicle on lease to another person. After the alleged incident occurred, she came to know about it.

Learned counsel for the State submits that the petitioner has given a statement before the investigating officer of the case and produced a copy of the lease agreement in question. A charge-sheet has been submitted.

Considering the lease agreement in respect of the car as produced by the present petitioner before the police

authorities, the petitioner has been able to rebut the restrictions contained in Section 37 of the NDPS Act. I am inclined to grant anticipatory bail to the petitioner.

In the event of arrest, the petitioner shall be released on bail upon furnishing a bond of Rs.10,000/- (rupees ten thousand) each with two sureties of like amount each, one of whom must be local, to the satisfaction of the Arresting Officer and also be subject to the conditions as laid down under Section 438(2) of the Code of Criminal Procedure, 1973 corresponding to Section 482(2) of the BNSS, 2023 and on the further condition that the petitioner shall not threaten or intimidate witnesses.

The application for anticipatory bail is, thus, allowed.

(Jay Sengupta, J.)