

AD 37
September 9, 2025
Ct. 28
SG

CRM(A) 1279 of 2025
CRAN 1 of 2025

Reject

An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Liluah P.S. Case No.153 of 2025 dated 16.03.2025 under Sections 318(4)/316(2)/351(2) of the BNS.
And

In the matter of:
Ravi Himmatramka
... *petitioner*

Mr. Rahul Chakraborty
Mr. Soumya Nag
Ms. Samma Parvin
... for the petitioner

Mr. Debasish Roy, Id. PP
Mr. B.K. Roy
Mr. Kunal Ganguly
... for the State

Mr. Amitesh Banerjee, Sr. Adv.
Mr. Debangshu Dinda
... for the de facto complainant

Reply filed by the petitioner is taken on record.

Learned counsel for the petitioner submits that the present dispute is purely civil in nature. There was an agreement between the private parties to sell a property for a particular consideration. First, money was not paid within 90 days as stipulated. Secondly, a “barga” is not an encumbrance in the land as per Section 26A of the West Bengal Land Reforms Act. It is true that the petitioner had accepted money even after the period of 90 days, however, at present it will not be possible for the petitioner to part with the property because the petitioner has incurred certain losses. In the

meantime, the petitioner has invoked the arbitration clause and an arbitration is pending.

Learned senior counsel representing the de facto complainant strongly opposes the prayer for anticipatory bail and submits that it was categorically asserted in the agreement for sale that the property was free from encumbrances. After payment of money, the property was inspected and found that “bargadars” were there in the property. The continuation of the “barga” may not be an encumbrance, but for the limited period of the particular Act in question. In any event, the de facto complainant has been ready and willing to pay the rest of the money as agreed to get the land. An affidavit was filed in this regard as the intent was questioned. Yet, the petitioner refused to accept the rest of the money and execute the deed of sale. Even beyond 90 days, money was accepted. It was a one-off transaction and no prior business relation was there between the parties. The petitioner duped the de facto complainant to part with huge sums of money to the tune of Rs.2.44 crores. It is learnt that the petitioner is showing the property to others to deal with the same.

Learned Public Prosecutor strongly opposes the prayer for anticipatory bail, relies on the case diary and submits that as per records, there was “barga” in the land. This was suppressed by the petitioner in the agreement for sale. It was further stated there that the land was free from encumbrances. Huge sums of money were taken and were used to repay loans that the petitioner had taken from someone else. The petitioner has prolonged the instant

hearing by giving out an impression that the matter may get settled. Pendency of an arbitration proceeding is not a bar to the continuation of the criminal proceeding. After filing of the application, three notices were given. Two of them were complied with and the last one was not complied with.

Pendency of an arbitration is, indeed, not a bar on a criminal proceeding. Reliance is placed on a decision of *Trisuns Chemical Industry vs. Rajesh Agarwal & Ors.*, (1998) 8 SCC 686.

It is also not that in all cases of cheating or criminal breach of trust, an accused would be entitled to the benefit of anticipatory bail as of right.

The instant criminal proceeding is not a proverbial putting of a criminal cloak on a civil dispute.

Here, the aggravating circumstances are as follows. The petitioner had taken a sum of Rs.2.44 crores out of a total consideration of Rs.3 crores in a one-off transaction to sell the property in question claiming that the same was free from encumbrances. In the agreement, the existence of “barga” was not disclosed. Neither was the land transferred nor was the money returned. Moreover, the petitioner refused to sell the property by accepting rest of the money although the de facto complainant was ready to accept the property even with the “barga.”

Considering the above and the other incriminating materials available in the case diary, I do not consider this to be a fit case for granting anticipatory bail.

The application for anticipatory bail is, thus, rejected.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of requisite formalities.

(Jay Sengupta, J.)