

AD 62
July 23, 2025
Ct. 28
SG

Allowed

CRM(A) 2272 of 2025

An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Jorasanko P.S. Case No.61 of 2023 dated 06.04.2023 under Sections 324/326/354B/379/427/34 of the IPC, 1860.

And

In the matter of:

Noor Ali @ Bakor and others

... petitioners

Mr. Mrityunjoy Chatterjee
Mr. Manas Das
Ms. Suchismita Chatterjee
Mr. Arindam Poali

... for the petitioners

Ms. Shaila Afrin
Ms. Debolina Das

... for the State

Md. G.N. Imrohi

... for the de facto complainant

Learned counsel for the petitioners submits that there was a scuffle between neighbours, which resulted in injuries on both sides. Presently, there is no animosity between the private parties. There are case and counter case.

Learned counsel for the de facto complainant submits that at present the private parties are having good neighbourly relation.

Learned counsel for the State opposes the prayer for anticipatory bail and points to the statements of the witnesses and the injury report.

Considering the materials available in the case diary, the fact that the charge-sheet has been submitted and there are case and

counter case, I do not think that custodial interrogation of the petitioners is required in this case and I am inclined to allow the application for anticipatory bail.

In the event of arrest, the petitioners shall be released on bail upon furnishing a bond of Rs.10,000/- (rupees ten thousand) 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 conditions that the petitioners shall attend the jurisdictional court regularly and shall not threaten or intimidate witnesses.

The application for anticipatory bail is, thus, allowed.

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

(Jay Sengupta, J.)