

01.08.2025
Court No.28
Item No.37
tbsr
Allowed

CRM (A) 2393 of 2025

In Re: - An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 corresponding to Section 438 of the Code of Criminal Procedure, 1973 in connection with **Pragati Maidan** P.S. Case No. **141 of 2024** dated **14.08.2024** under Section **420/467/468/471 & 120B** of the Indian Penal Code.

And

In the matter of: Souvik Sarkar

....Petitioner.

Mr. Kumar Jyoti Tewari, Sr. Adv.
Mr. Bikramjit Dutta
Mr. Aniruddha Tewari
...for the petitioner

Mr. Joydeep Roy, Jr. Govt. Adv.
Ms. Pushpita Saha
....for the State

Mr. Sandipan Ganguly
Ms. Anju Manot
....for the de-facto complainant

Vakalatnama filed on behalf of the de-facto complainant is taken on record.

Learned senior counsel appearing on behalf of the petitioner submits as follows. The petitioner is an advocate by profession. He had signed an agreement for sale as a witness. However, it is alleged that earlier in respect of the same land he had entered into an agreement of sale as a proposed purchaser with the original land owner. Subsequently, as the present de-facto complainant failed to pay due consideration within six months as agreed, the petitioner continued with his agreement and ultimately purchased property in question.

Learned senior counsel appearing on behalf of the de-facto complainant strongly opposes the prayer for anticipatory bail. He

submits that the petitioner was in collusion with one broker Saifuddin Molla and the original land owner. In spite of having made an agreement for purchase in respect of the same land, he agreed to be a witness in the present development agreement. During the subsistence of such development agreement, he continued to pay money in respect of his earlier agreement for sale.

Learned counsel appearing on behalf of the State opposes the prayer for anticipatory bail. He submits that the co-accused Saifuddin Molla has already been arrested. There is a money trail shown of some money going from the bank account of Saifuddin to the present petitioner.

In respect of the present development agreement, the role of the present petitioner appears to be limited to the fact that he was a witness. There was no promise or anything made by him in the said agreement which was not allegedly fulfilled. Whether his earlier agreement for sale could be acted upon after an alleged failure of the proposed developer to make payment of full consideration is a matter to be decided by a Civil Court.

Considering the nature of allegations, the materials available in the case diary and the alleged role ascribed to the present petitioner, I do not think that custodial interrogation of the petitioner is required in this case and 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/- 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 further condition that the petitioner shall cooperate with investigation, shall meet the I.O. once a fortnight till submission of report in final form and shall not threaten or intimidate witnesses.

The application for anticipatory bail is, thus, allowed.

Urgent photostat certified copy of this order may be supplied to the parties expeditiously, if applied for.

(Jay Sengupta, J.)