

13.08.2025
Sl. No.58
NB

C.R.M. (A) 2525 of 2025

In Re:- An application for anticipatory bail under Section 438 of the Code of Criminal Procedure, 1973 corresponding to Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with GR Case No.2333/24 arising out of Joynagar PS Case No.211/24 dated 18.03.2024 under Sections 420/406/341/323/506/34 of the Indian Penal Code pending before the learned Additional Chief Judicial Magistrate, Baruipur, South 24 Parganas.

And

In the matter of: Pawan Bhimsaria

... petitioner

Mr. Sourav Chatterjee,
Mr. Satadru Lahiri,
Ms. Vijaya Bhatia,
Mr. G. P. Shaw,
Mr. Harshit Thirani.

...for the petitioner.

Mr. Ranabir Roy Chowdhury,
Mr. Ashok Das.

...for the State.

Mr. Moyukh Mukherjee,
Mr. Abhijit Singh,
Mr. Sahidur Rahman.

...for the de facto complainant.

Learned counsel appearing on behalf of the petitioner submits as follows. The petitioner is a Director of one M/s. SDB Developers Pvt. Ltd.. The company had entered into a management agreement with one M/s. InterContinental Hotels Group (India) Pvt. Ltd., which owns the brand name M/s. Holiday Inn Resort, to manage the hotel in question at NH-6, Bombay Road in Uluberia, Howrah. The daily running of the business is managed by one Nitin Sharma, the Manager of the said hotel. It is alleged in the FIR that as regards supply of vegetables, some dues were not paid by the hotel authorities. The petitioner has nothing to do with it.

In any event, the transactions alleged are of 2019 and the FIR was lodged much later in March, 2024. Even, a money suit would be barred by limitation. In fact, in the said complaint, it has been admitted that there were continuous transactions and about 20 to 25% of the payments had been made.

Learned senior counsel representing the de facto complainant strongly opposes the prayer for anticipatory bail and submits that this management agreement between the two entities is actually a facade. The real person behind the hotel is the present petitioner.

Learned counsel appearing on behalf of the State opposes the prayer for anticipatory bail. He refers to the statements recorded and the documents seized. However, he submits that pursuant to a direction passed by this Court, the petitioner has complied with the notice issued by the Investigating Agency.

Considering the delay in lodging the FIR, the nature of allegations, which have a substantially civil flavour in it and the materials available in the case dairy, the alleged role ascribed to the present petitioner and the fact that the petitioner has cooperated with the investigation by responding to the notice issued by the Investigating Agency, I do not consider this to be a case where custodial interrogation of the petitioner would be required and I am inclined to grant anticipatory bail to the petitioner.

Accordingly, 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 Arresting Officer and subject to the conditions as laid down under Section 438 of the Code of Criminal Procedure,

corresponding to Section 482 of the Bharatiya Nagarik Suraksha Sanhita and on further condition that the petitioner shall cooperate with the investigation and shall meet the Investigating Officer as and when required and shall not threaten or intimidate witnesses or tamper with evidence in any manner whatsoever.

The application for anticipatory bail being **C.R.M. (A) 2525 of 2025** is, thus, allowed.

Urgent photostat certified copies of this order may be delivered to the learned Advocates for the parties, if applied for, upon compliance of all formalities.

(Jay Sengupta, J.)