

10.12.2025

Court No.35.

M/L. 512.

Kausik

(Allowed)

CRM (NDPS) 1112 of 2025

In Re: An Application for Bail under Section 483 of the Bharatiya
Nagarik Suraksha Sanhita, 2023/ Section 439 of the Code of
Criminal Procedure, 1973 in connection with Sagarpara Police
Station Case No. 148/2025 dated 12.02.2025 under Sections
21(c)/29 of the NDPS Act, 1985;

And

In the matter of : Milan Sk.

.....Petitioner.

Ms. Minoti Gomes

.....for the Petitioner.

Ms. Baisali Basu

Ms. Trisha Rakshit

.....for the State.

Learned advocate appearing for the petitioner submits
that the subject matter of the case relates to 897 bottles of
Phensedyl being recovered. However, the petitioner has been
arrested on the basis of statement of co-accused and there has
been no recovery since the petitioner was arrested.

Learned advocate for the State opposes the prayer for
bail and submits that the petitioner fled away at the relevant
point of time when seizure was being effected and another co-
accused was arrested.

Having regard to the fact that there has been no further
recovery from the possession of the petitioner pursuant to his
arrest and the only material available is statement of co-
accused, I am inclined to release the petitioner on bail.

Accordingly, CRM (NDPS) 1112 of 2025 is allowed.

Petitioner, namely, **Milan Sk.** shall furnish bond of Rs. 20,000/- (Rupees Twenty Thousand Only) with two sureties of Rs. 10,000/- (Rupees Ten Thousand Only) each. One of whom must be local to the satisfaction of Learned Judge, Special Court, under N.D.P.S. Act, Berhampore, Murshidabad.

If on bail, petitioner shall be physically present on each and every date fixed by the learned Trial Court and shall not leave the jurisdiction of District of Murshidabad without prior permission of the learned Special Court.

Accordingly, CRM (NDPS) 1112 of 2025 is allowed.

All parties shall act in terms of server copy of the order downloaded from the official website of this Court.

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

(Tirthankar Ghosh, J.)