

CRM (A) 3633 of 2025

In Re: - An application for anticipatory bail under Section 482 of the Bharatiya Suraksha Nagarik Sanhita, 2023.

And

In the matter of: **Rajiv Ranjan Kumar**

....Petitioner.

Mr. Ayan Bhattacharjee, Sr. Adv.

Mr. Rajdeep Majumder, Sr. Adv.

Mr. Moyukh Mukherjee

Mr. A.R. Tiwary

...for the petitioner

Mr. Debasish Roy, Id. PP

Ms. Mousumi Sarkar

.....for the State

Mr. Uddyam Mukherjee

Mr. Abhratanu Sarkar

..... for the de facto complainant

1. Learned senior counsel appearing on behalf of the petitioner has submitted as follows. The petitioner is a developer of properties. There was a de facto co-sharer/sister in respect of the property. In connection with the same, the same informant had earlier lodged an FIR in Bidhannagar North Police Station Case No. 148 dated 16.10.2022. By an order dated 09.01.2023 passed by a Coordinate Bench in CRR 4157 of 2022, the Investigating Officer was asked not to take any coercive steps against the present petitioner. As regards the instant case, there was an arbitration proceeding. It went up to the Hon'ble Apex Court and is presently pending there. By an order dated 15.07.2025 passed by the Hon'ble Supreme Court in SLP(C) No. 5704 of 2025, among other things, the petitioner herein was nearly permitted to proceed further with the development of the property. A last

chance was given to the respondent No. 2 to ask once again to seat with the stakeholders and try to resolve the dispute. Despite all these, without taking any leave from the Hon'ble Apex Court, the said respondent No. 2 has now filed an FIR, inter alia, alleging that the petitioner had filed forged documents and by using them, tried to deceive the Hon'ble Supreme Court and others. Other bald allegations were made in the FIR dated 27.10.2025. The State filed an application praying for showing the petitioner as arrested. A prayer was made in connection with the Bidhannagar Police Case No. 70/72 of 2025. This was meant to frustrate the right to file anticipatory bail. The Hon'ble Apex Court has now held that anticipatory bail in connection with the case is maintainable, even if the accused is in custody in another case. In respect of the property in question, the co-sharer/sister of the de facto complainant was bequeathed the entire property by her parents to the exclusion of first informant in 2016. On 02.11.2016, the development agreement was executed by the said parents of the first informant and the developer company represented by the petitioner. The parents of the first informant passed away on 11.01.2017 and 06.08.2018, respectively. The original development agreement was found misplaced and the fact diarized with Bidhannagar North Police Station GD entry No. 100 dated 03.08.2020. In 2021, the sister of the informant intimated the petitioner about her willingness to the handover the property in question with the condition of increase of the amount. On 28.10.2021, a tripartite agreement with the developer was entered between the said sister, the petitioner and

the development company and a sum of Rs. 3 crores was paid to the said sister of the informant. On 23.08.2022, the learned Commercial Court had in a case filed by the petitioner directed the parties to maintain status quo regarding nature and character of the property. The said order was vacated on 23.12.2022. Thereafter the appeal was filed and the matter was went up to the Hon'ble Supreme Court. The petitioner acted bona fide and there is no question of having committed any wrongdoing in support of the property.

- 2.** Learned counsel appearing on behalf of the de facto complainant has submitted as follows. The matter pending before the Hon'ble Supreme Court does not involve the agreement in respect of the FIR has been lodged. The de facto complainant was not aware of the existence of any purported development agreement. The same was only disclosed in the petitioner's application under Section 9 of the Arbitration and Conciliation Act. Incidentally, on 07.09.2016 two separate wills were executed in the name of the petitioner whereby 50% share was bequeathed in favour of the respondent No. 1. The alleged development agreement was referred to by the petitioner was dated 02.11.2016. On 03.11.2016, a registered will was created by the mother of the petitioner, revoking the erstwhile will. After the father passed away, the petitioner's mother executed the will dated 27.01.2017 bequeathing 75% share in favour of the de facto complainant and 25% share in favour of the sister. An application for Letter of Administration is pending before the Civil Court. On 22.05.2017, the petitioner's mother executed a registered holographic will

superseding her previous wills and gave her complete share in the property to the de facto complainant. A title suit was filed by the mother of the petitioner in 2017 for obtaining possession of the disputed property to the extent of her share. After the mother passed away in 2019, the de facto complainant filed an application for probate and another application was filed by the sister seeking Letter of Administration of the will dated 07.09.2016 as the alleged development agreement of 28.10.2021 provided that the de facto complainant would be entitled to the 20% of the area and rest 80% would belong to the petitioner. He must have had complete knowledge of the disputes. The development agreement was absolutely fraudulent.

3. Learned counsel appearing on behalf of the State opposes the prayer for anticipatory bail, relies on the statements and materials available in the case diary. The original signatures of the parents of the petitioner have also been collected. The original documents of the agreement dated 02.11.2016 has not yet been recovered though. Notice has been issued to the sister for obtaining signature. But the petitioner is an accused in several other cases of cheating.
4. It appears that there are two versions of bequests in respect of the property in question, one given by the present de facto complainant and the other given by his sister as would be evident from relevant documents. It also appears that there are arbitration and other proceedings pending in this regard.

5. The Hon'ble Apex Court passed an order in respect of the arbitration proceeding on 15.07.2025. Significantly, it was only after passing of such order that the present FIR was lodged.
6. As regards investigation, it appears that the Investigating Officer has collected several relevant documents and signatures. The development agreement of 2016 was not seized. It is the case of the petitioner that as the original had been misplaced and a GD entry lodged way back in August, 2020, much before registration of the FIRs.
7. Considering the above, the fact that there are allegations and counter-allegations levelled by the adverse sides regarding bequests made by the parents of the de facto complainant and his sister and that there are pending litigations including the arbitration proceeding and in view of the other materials available in the case diary, I do not think that custodial information of the petitioner is required in this case and I am inclined to grant anticipatory bail to the petitioner.
8. In the event of arrest, the petitioners shall be released on bail upon furnishing a bond of Rs.10,000/- each 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 conditions that the petitioner shall co-operate with investigation. The petitioner shall meet the Investigating Officer of the case and as and when required till

submission of charge sheet and shall not threaten or intimidate witnesses.

9. Urgent Photostat certified copy of this order, if applied for, be given to the parties, upon completion of requisite formalities.

(Jay Sengupta, J.)