

**IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT JALPAIGURI
CRIMINAL REVISIONAL JURISDICTION**

Present:

The Hon'ble Justice Rai Chattopadhyay

C.R.R. No. 203 of 2024

**Sri Ajit Chakraborty
Vs.
The State of West Bengal & Ors.**

For the petitioner : Mr. Subham Ghosh,
: Mr. Mayank Roy

For the State : Mr. Aditi Shankar Chakraborty, Ld.
APP,
: Mr. Abhijit Sarkar

Hearing concluded on : 10/02/2025

Judgment on : 20/02/2025

Rai Chattopadhyay, J.

1. The petitioner has challenged the order of the Judicial Magistrate (1st Court) Jalpaiguri dated October 16, 2023, in case No. C.R. 589 of 2023, in this revision.

2. The petitioner being the complainant before the Magistrate has filed a complaint on September 9, 2023, seeking an order of the Magistrate under Section 156(3) of the Cr.P.C. The Court, by dint of its order dated September 9, 2023, has treated the complainant of the petitioner to be one under Section 200 Cr.P.C. and registered the complaint case as above, No. C.R.589 of 2023.
3. On October 16, 2023, the petitioner has been examined under Section 200 of the Cr.P.C. The Court found that the complaint of the petitioner is related with some landed property, which is situated in Guwahati. The residence of the accused persons is situated too at Guwahati. Also that, an agreement in verbal form has taken place between the parties at Guwahati itself, allegedly pursuant to which the petitioner has paid Rs. 20,00,000/-(Rupees Twenty Lakhs) to the alleged offender.
4. The Court has also recorded that since the alleged offenders have failed to register a sale deed in time, in terms of the oral agreement between the parties in spite of receipt of Rs. 20,00,000/-(Rupees Twenty Lakhs), they were asked by the complainant/present petitioner, to return back the money. The said accused person however has not been able to return the money as above to the complainant/petitioner.
5. The Court has recorded further in the impugned order dated **October 16, 2023**, that the entire cause of action of the case have taken place beyond the jurisdiction of

the Court. The subject matter that is the landed property is admittedly situated in Guwahati, also that the parties agreed for transfer of a land by virtue of a sale deed, which agreement has taken place at Guwahati. The payment of consideration amount has been made by the complainants through their accounts situated at a branch of the concerned bank at Siliguri. For all these reasons the Judicial Magistrate (1st Court) Jalpaiguri has held that it shall not have jurisdiction to try the case. Hence, as per provision under Section 201 Cr.P.C., the complaint has been returned back to the complainant for being presented before the Court of competent jurisdiction.

6. The petitioner being aggrieved, has challenged the decision of the Court as above, in the impugned order dated **October 16, 2023**.
7. Mr. Subham Ghosh, learned advocate, appearing for the petitioner submits that the petitioner is a resident of Central Colony, within jurisdiction of the said Magistrate's Court. Therefore, the Magistrate has the territorial jurisdiction and is the competent Court, to entertain the complaint of the petitioner.
8. It has been further submitted that a verbal agreement has taken place between the parties for sale of land and Rs. 20,00,000/- (Rupees Twenty Lakhs) has been transacted from the bank account of the petitioner/complainant at Siliguri, towards the accused persons. Since the accused persons have not been able to comply the terms agreed between them for sale of the

land, he is now duty bound to return back the money to the tune of Rs. 20,00,000/-(Rupees Twenty Lakhs) already advanced by the petitioner to him. Therefore, the petitioner being a permanent residence within the jurisdiction of the Magistrate, all consequential steps in this connection would be taken most justifiably at a place within jurisdiction of the said Magistrate. In this regard Mr. Subham Ghosh, learned advocate refers to the provisions under **sections 179** as well as **181(4)** of the Cr.P.C. to submit that in accordance with the law, in such an eventuality, the jurisdictional Magistrate should be the competent Court to entertain a complaint as lodged by the present petitioner. Allegedly the impugned order dated **October 16, 2023**, is in violation of the statutory provision as contained in the Code.

9. In this regard Mr. Subham Ghosh, learned advocate for the petitioner refers to the judgment reported in ***Air 2012 Supreme Court 1007 (Lee Kun Hee & Ors vs. State of U.P. & Ors)***.
10. He therefore seeks that the impugned order dated **October 16, 2023**, passed by Judicial Magistrate (1st Court), Jalpaiguri in C.R. Case No. 589 be set aside and the Court be directed to immediately consider and pass an appropriate order with respect to the complaint of the petitioner, under Section 156(3) of the Cr.P.C.
11. Serious objection has been raised in this case on behalf of the State Respondent. Mr. Sarkar learned advocate appearing for the State submits that admittedly in this case the landed property situates at Guwahati whereas

the parties agreed for sale of the same at Guwahati itself. It has been further submitted that admittedly also, the money was transacted from of bank account of the complainant situated at Siliguri which is a place under the jurisdiction of the Judicial Magistrate (1st Court), Jalpaiguri. Hence, in these circumstance, the Magistrate having invoked the provision under Section 201 Cr.P.C. and having returned the case for filing before the competent Court of law, has passed an order, which suffers from no illegality or impropriety as alleged. He insists that the instant revision be dismissed.

- 12.** The only issue involved in the present case is that if the Magistrate was competent or not, to take up the complaint of the present petitioner and pass an order under section 156(3) of the Cr.P.C. directing for registering a FIR on the said complaint. The Magistrate's order is principally based on the reason that the concerned landed property situates at a place, beyond territorial jurisdiction of him. He has also mentioned that the agreement though verbal has taken place outside its jurisdiction and that the accused persons reside outside jurisdiction of his Court. Therefore, an order of the Magistrate in this regard, shall be executable at a place, not within jurisdiction of the said Magistrate. Hence, in that case, this Court can hardly find any impropriety or illegality of the order of the Magistrate dated October 16, 2023, as impugned in this case, holding lack of jurisdiction of itself.

- 13.** The provisions of the Code under **Sections 177 and 178** are worth mentioning in this regard. The statute has provided the ordinary place of enquiry or trial to be in a Court within the local jurisdiction of which the offence is committed. Or else, the offence having been partly committed over different areas covering territorial jurisdiction of different Courts, any of those Courts shall have the jurisdiction, to try such an offence. In view of the said statutory provisions and the facts that the agreement between the parties has taken place outside the jurisdiction of the said Magistrate, which has been allegedly violated, the Court finds that the alleged offence must be considered to have been committed outside the jurisdiction of the said Magistrate. The amount of money has neither been paid or received from a place within jurisdiction of the Magistrate 1st Court at Jalpaiguri.
- 14.** It is necessary to mention that the petitioner has strongly relied on the provisions under Section 179 as well as 181(4) of the Cr.P.C. According to the petitioner since he resides at a place within the territorial jurisdiction of the said Magistrate, therefore, the consequence of the offensive act is to ensue at his place. In other words, the amount of money already paid by the petitioner to the accused person is returnable by him to the petitioner at his place of residence, which is within jurisdiction of the said Magistrate. In accordance with the last part of section 181(4) of the Cr.P.C. the petitioner has submitted that a Court at a place where the property, which is subject of the offence, shall be returned or accounted for, shall

have the jurisdiction. In this case, therefore, the Magistrate has the territorial jurisdiction to try the instant case.

15. However, there is no material to show in the present case as to whether the amount of money is scheduled or stipulated to be returned back to the petitioner, only at the place of his residence. In absence of the same, the fact of the petitioner having his residence within the jurisdiction of the said Magistrate, cannot ipso facto prompt the Court, to come to a finding regarding the exact place at which the amount of money is to be returned or accounted for by the accused person.
16. Hence, the Court finds no force in the argument as above made by Mr. Ghosh, on behalf of the petitioner. On the contrary, it may be mentioned that on the particular factual background of the present case, the said statutory provisions or the ratio of the judgment of ***Lee Kun Hee (supra)***, as referred to by Mr. Ghosh, shall have no manner of application in the present case.
17. For the reasons as discussed above, the Court finds no merit in the present revision and the same to be liable to be dismissed.
18. Hence, CRR No 203 of 2024 is dismissed.

(Rai Chattopadhyay, J.)