

17.11.2025
Item no.12
Court No.3
ss
(Allowed)

IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri
CRIMINAL MISCELLANEOUS JURISDICTION

CRM (A) 602 of 2025

In Re:- An application for anticipatory bail under Section 482 of BNSS, 2023 in connection with Siliguri P.S. Case No.827 of 2022 dated 28.08.2022 under Section 406, 420, 417 and 120B of Indian Penal Code, 1860 corresponding to G.R. Case No.3861 of 2022, now pending before the court of the learned Additional Chief Judicial Magistrate, Siliguri.

In the matter of : **Kashif Ali @ Kasib Ali**
... Petitioner.

Mr. Imran Khan
Mr. Abhilash Mittal
...for the Petitioner.

Mr. Abhijit Sarkar
Mr. Bhaskar Das
.....for the State.

1. Learned Advocate for the petitioner submits that one Sankha Subhra Ganguly, Area Sales Manager of JV KAPSON Pvt. Ltd. in order to promote the sale of the company asked the petitioner to join as CSA in the company for selling company's product under the brand name 'KAPSON'. A CSA agreement was executed between the *de facto* complainant and the Managing Director and the Area Sales Manager. It is alleged that the complainant has transferred an amount of Rs.20 lacs however the agreement has not been given effect to. Be that as it may, no such specific role has been attributed to the petitioner

in the alleged transaction. The petitioner is the National Sales Manager of the company. He is not a signatory to the CSA agreement. One of the co-accused Sankha Subhra Ganguly has already been granted bail by this Court. Pursuant to the direction of this Court the petitioner has cooperated with the investigation and in future he shall also cooperate. He seeks for grant of anticipatory bail to the petitioner.

2. Opposing such prayer for anticipatory bail learned Advocate for the State submits that the petitioner has played an active role, which has led to transfer of Rs.20 lacs through RTGS to the account of company namely, JV KAPSON Pvt. Ltd. The entire money has been misappropriated without giving effect to the terms of the agreement. He seeks for dismissal of the application.
3. Perused the case diary and the materials on record.
4. The primary allegation in the FIR is transfer of Rs.20 lacs to the company by the complainant upon execution of a CSA agreement on 15th June, 2022 the terms of which has not been complied with. Admittedly, the petitioner being the National Sales Manager, has complied with the previous order dated 3rd September, 2025 and joined the investigation. In view of the facts involved and the nature of transaction, I am inclined to allow the prayer of the petitioner for anticipatory bail.

5. Accordingly, in the event of arrest the petitioner namely, **Kashif Ali @ Kasib Ali** shall be released on bail upon furnishing a bond of Rs.10,000/- with two sureties of like amount each, to the satisfaction of the arresting officer and 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.
6. This application for anticipatory bail is, thus, allowed.
7. **CRM (A) 602 of 2025** stands disposed of.

(Bivas Pattanayak, J.)