

IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri
Criminal Miscellaneous Jurisdiction

21.11.2025
Item No. 15 (DL)
AN

(REJECTED)

C.R.M. (A) 714 of 2025

In Re:- An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Bagdogra P.S. Case No. 183 of 2025 dated 31.05.2025 under Section 316(2)/318(4)/3(5) of the Bharatiya Nyaya Sanhita, 2023 corresponding to PTN Case No. WBDJ0EP0030492025 pending before the learned Additional Chief Judicial Magistrate, Siliguri.

In the matter of : **Joseph Khati**

... Petitioner.

Mr. Subham Ghosh
Mr. Mayank Roy
Mr. Subhankar Joarder

...for the Petitioner.

Mr. Tapan Bhattacharjee
Mr. Dhiman Sil

...for the State.

1. Report filed by the State is taken on record.
2. Learned advocate for the petitioner submits that the petitioner carries on the activity of providing employment in Canada on contractual basis. The petitioner was paid an amount of Rs. 29,90,000/- by the complainant. On the allegation that such amount was neither paid back nor any job was provided to him the F.I.R. is initiated. Post-dated cheque amounting to Rs. 23,95,500/- was issued to the complainant. The complainant presented the cheque for encashment but the same was returned being dishonoured with endorsement "*insufficient fund*".

Since the complainant failed to take legal steps within the stipulated period as provided under the Negotiable Instruments Act, he has lodged this frivolous complaint. Admittedly, certain portion of the amount has already been paid by the petitioner to the complainant. The petitioner is willing to cooperate in investigation. He seeks for grant of anticipatory bail in favour of the petitioner.

3. On the contrary, opposing such prayer for anticipatory bail, learned advocate for the State submits that as agreed upon certain portion amounting to Rs. 5,79,000/- has already been paid. However, due to deceitful act of the petitioner, the complainant was mislead to part with an amount of Rs. 29,90,000/-. He seeks for dismissal of the application for anticipatory bail.
4. Perused the case diary and the materials on record.
5. Admittedly, an amount of Rs. 29,90,000/- was paid by the complainant to the petitioner who promised to secure a job in Canada for the complainant on contractual basis. It is also not in dispute that neither the amount has been paid back nor any job has been provided. Needless to mention, in order to secure the said amount, post-dated cheques were issued to complainant amounting to Rs. 23,95,500/- which has also been dishonoured. During the course of hearing, nothing has been placed on record to show that the petitioner had any authority to provide

for such contractual job in Canada. Such being the position and bearing in mind the facts as revealed from the materials on record, it primarily goes to show of deceitful act on the part of the petitioner which deluded the complainant to part with a huge sum of money amounting to Rs. 29,90,000/-. In view of the above and considering the nature and gravity of offence, I am not inclined to extend the benefit of anticipatory bail in favour of the petitioner.

6. Thus, the prayer for anticipatory bail is rejected.
7. The application being **CRM(A) 714 of 2025** stands dismissed.

(Bivas Pattanayak, J.)