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

27.11.2025
Item No. 05 (DL)
AN
(REJECTED)

C.R.M. (A) 765 of 2025

In Re:- An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Bhaktinagar Police Station Case No. 823 of 2024 dated 11.09.2024 under Sections 420/406/120(B) of the BNS, 2023 corresponding to G.R. Case No. 4600/2024, pending before the learned Chief Judicial Magistrate, Jalpaiguri.

In the matter of : **Baby Thakur Sarkar @ Baby Thakur**
… Petitioner.

Mr. Bapi Sarkar
Mr. Roumyadip Sarkar
…for the Petitioner.

Mr. Abhijit Sarkar
Mr. Dhiman Sil
…for the State.

1. Learned advocate for the petitioner submits that a loan was advanced by the Indian Overseas Bank to the petitioner on mortgage of the property in question. The petitioner, in the meantime, during the subsistence of the mortgage executed a deed of sale of a residential property in favour of accused no. 1 and accused no. 2 on bona fide understanding. The petitioner did not have the faintest of knowledge of the property-in-question been mortgaged, since all dues of previous mortgage was cleared and paid off by the husband of the petitioner. The petitioner is willing to clear all the dues of the Indian Overseas Bank

before whom the property is mortgaged. He seeks for grant of anticipatory bail in favour of the petitioner.

2. On the contrary, opposing such prayer for anticipatory bail, learned advocate for the State submits that the petitioner having the knowledge that the property is mortgaged with the Indian Overseas Bank has transferred the said property in favour of the other co-accused persons. He seeks for dismissal of the application for anticipatory bail of the petitioner.

3. Perused the case diary and the materials on record.

4. On the basis of a complaint lodged by ICICI HFC, the F.I.R. came to be registered against the petitioner and two others. Admittedly, accused no. 1 and 2 approached ICICI HFC for a home loan for purchase of a resale residential property being one storied building over a land measuring 2.75 decimals within R.S. Plot No. 1975 (corresponding to L.R. Plot No. 1940) Khatian No. 240, Touji No. 7, Pargana Surjapur Dist. Uttar Dinajpur and borrowed an amount of Rs. 28,48,670/- by mortgage. The aforesaid consideration price has been disbursed to the petitioner (accused no. 3) by the ICICI HFC. Subsequently, when the borrower, namely, accused no. 1 and 2 defaulted to make payment, it has come to the knowledge of the complainant bank that the property is already mortgaged with Indian Overseas Bank. Therefore, it appears that the petitioner has executed the deed of sale during

subsistence of the earlier mortgage. In view of the above materials and bearing in mind the nature and gravity of offence, I am not inclined to grant the prayer for anticipatory bail in favour of the petitioner.

5. Thus, the prayer for anticipatory bail is rejected.
6. The application being ***CRM(A) 765 of 2025*** stands dismissed.

(Bivas Pattanayak, J.)