

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.54503 of 2025

Arising Out of PS. Case No.-90 Year-2024 Thana- BARARI District- Bhagalpur

1. Saikat Sen Gupta S/O Ajay Sen Gupta Authorised Representative, Masters Development Management (India) Private Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.
2. Goutam Paul S/O Krishna Dhan Paul MEP Engineer, Masters Development Management (India) Private Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.
3. Chowdhury Jahirul Islam S/O Ambia Golam Chowdhury Executive HR and Administration, Masters Development Management (India) Private Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.
4. Partha Guha S/O Satyendra Chandra Guha Project Head Masters Development Management (India), Private Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.
5. Dhruba Bhattacharya S/O Rabindra Nath Bhattacharya Regional Manager, Masters Development Management (India) Private Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.
6. Rana Halder S/O Sridam Halder Site In-Charge, Masters Development Management (India) Private- Limited. Posted in Regional Office of Masters Development Management (India) Limited, having its Office Address at Block-GA-142, 1444, Rajdanga Main Road, P.S- Kasba, Kolkata- 800107.

... .. Petitioner/s



Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Rama Kant Sharma, Sr. Adv.
Mr. Sanjay Kumar Singh, Adv.
For the Opposite Party/s : Mr. Satyendra Narayan Singh, APP
For the Informant : Mr. Rajesh Kumar, Adv.
Mr. Shiv Pratap, Adv.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

2 25-08-2025

1. Heard learned Senior counsel for the petitioners, Mr. Rama Kant Sharma, learned A.P.P. for the State and the learned counsel appearing on behalf of the informant, Mr. Rajesh Kumar.

2. The learned Senior counsel appearing on behalf of the petitioners, at the outset, seeks permission to withdraw the anticipatory bail application with respect to petitioner no. 5, Dhruva Bhattacharya who was arrested on 22.08.2025 from Calcutta.

3. Permission is accorded.

4. **Accordingly, the anticipatory bail application is dismissed as withdrawn with respect to petitioner no. 5 only.**



5. The petitioners apprehend their arrest in a case registered for the offences punishable under Sections 316(2), 316(5), 319(2), 318(4), 338, 336(3), 340(2), 308(3) and 161(2) of the BNS, 2023.

6. The learned Senior counsel appearing on behalf of the petitioners submits that this is the way, the Bihar police acts. It is submitted that from perusal of the allegation as alleged in the FIR, it would manifest the dispute is civil to which a criminal colour has been given, but then police is in a hurry, as such, they obtained process under Sections 82 and 83 Cr.P.C, when there are cases of more serious natures which are pending since years and no steps are being taken for arresting accused involved in heinous offences like murder, rape and dacoity.

7. The learned Senior counsel appearing on behalf of the petitioners next submits that the informant alleges that *Tapovardhan Prakritik Chikitsa Kendra* is registered under the Society Registration Act where people come for *Prakritik Chikitsa*, further for expanding the Center, an agreement was entered in between the Director of the Center (informant) and Master Development Management Private Limited, a Mumbai based Project Management Company on 11.11.2021, for completing the construction of the Center, worth Rs. 36 Crores



within a period of 16 months, further the fee payable to the management company was Rs. 68,16,000/- which was to be paid in 16 installments, but the company did not complete the work within the stipulated 16 months, rather the employees of the company overstayed for a period of 12 months without completing the work, further on 03.05.2022, the informant had complained to the Chairman of the company namely Jaspreet Singh with regard to the pace of the work and he had assured that the work would be completed within the stipulated time, but the same was not done, rather the company saddled the informant with extra fee, which was objected, but the company instead of the agreed amount plus GST realised an amount of Rs. 93,79,000/- in excess, further alleges that the company realised an amount in excess of Rs. 74,31,807/- despite not completing the work, hence alleges that the agreement entered in between the informant and the company was nothing, but an illusion, as work was not completed within the stipulated time and money in excess was charged in connivance with the officials of the informant.

8. Learned Senior counsel appearing on behalf of the petitioners submits from perusal of the allegation as alleged in the F.I.R., it would manifest that in sum and substance, the



informant alleges that an agreement was entered in between the informant and the management company for expanding the Center, for which a time limit along with amount payable was fixed, it is next submitted that informant is aggrieved by the fact that the petitioners' company did not complete the work within the stipulated time and also charged much in excess by producing inflated invoices. It is also submitted that petitioners had approached this Court seeking quashing of the FIR by filing Cr.W.J.C. No. 2551 of 2024 and the same was dismissed with an observation that the petitioners would be at liberty to file an application seeking quashing of the FIR after filing of charge sheet. It is next submitted that against the order passed by this Court, the petitioners moved before the Hon'ble Supreme Court by filing SLP No. 8825 of 2025, which was also disposed of by an order dated 09.06.2025 (Annexure-P/5). It is next submitted that the Hon'ble Supreme Court while disposing of the SLP No. 8825 of 2025, recorded that- At this stage, the learned Senior counsel brings to our notice a few observations in the order impugned and expresses concern that these observations are likely to influence the prayer for anticipatory bail/bail in the ongoing criminal investigation. Having regard to the above submission, we observe that any observations in the order



impugned shall be treated as having been made for the purposes of disposing the case pending before the High Court and an application filed by the petitioners shall be considered independently on its own merits. With the above observations, the Special Leave Petition is disposed of.

9. Learned Senior counsel for the petitioners further submits that it was in pursuance of an agreement entered in between the informant and the petitioners that the work commenced for the Center and in the event if any dispute arose, the same arose on account of breach of the condition of the agreement. It is submitted that the agreement itself recorded that the in the event if any dispute arises in between the parties, the same shall be settled by referring the dispute to an arbitrator.

10. The learned Senior counsel appearing on behalf of the petitioners next submits that if the informant was aggrieved by the fact that petitioners have billed in excess and have taken an amount excess to what was agreed in the agreement and the work was not completed, in that event the informant could have moved before an appropriate forum seeking appointment of an arbitrator, as the place of arbitration was also at Bhagalpur, but then instead of resorting to the remedy available in terms of the agreement, the informant instituted the instant criminal case. It



is further submitted that the instant criminal case has been instituted only with a view to coerce the petitioners into submission so that they part with the fanciful demand of the informant under fear of arrest. It is also submitted that petitioners are not shying away from any arbitration proceeding and also undertake that in the event in the arbitration proceeding any legitimate dues of the informant is found payable in that event the petitioners will make the said payment to the informant. It is also submitted that no doubt process under Sections 82 and 83 Cr.P.C. has been issued, but then the petitioners had earlier moved before the learned Trial Court seeking anticipatory bail in which no coercive action was granted, but then an application came to be filed from the side of the informant alleging aspersion on the learned Court which had granted no coercive action, as such, the case was transferred to another learned Additional Sessions Judge and the anticipatory bail application of the petitioners came to be rejected. It is submitted that it absolutely does not stand to reason that as to why the informant filed an application casting aspersion against the learned Additional Sessions Judge when no coercive action was granted, it was only for the reason that informant anyhow intended that the anticipatory bail application



of the petitioners is rejected. It is further submitted that the purpose of issuing process under Section 82 Cr.P.C. is to ensure the presence of the accused before the learned Trial Court and not for aiding the police in investigation. It is also submitted that in dispute of present nature, the police promptly obtains process under Sections 82 and 83 Cr.P.C, but then in serious cases the matters remain pending for years. It is reiterated and submitted that if the condition of the agreement has been breached by the petitioners as being alleged by the informant, in that event the informant instead of resorting to a criminal proceeding ought to have tried to settle the dispute through arbitration, as incorporated in the agreement. It is next submitted that petitioners will not abscond rather will co-operate in the investigation to prove their innocence.

11. Learned A.P.P. for the State and the learned counsel appearing on behalf of the informant opposes the prayer for anticipatory bail of the petitioners, but then are not in a position to rebut the submissions of the learned Senior counsel appearing on behalf of the petitioners that in terms of the agreement, the informant had a remedy of settling the dispute by way of arbitration

12. Considering the submissions made by the learned



Senior counsel for the petitioners, the petitioners above-named, in the event of their arrest or surrender before the learned trial court within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Barari P.S. Case No. 90 of 2024 subject to the conditions as laid down under Section 482 (2) of the BNSS.

13. Accordingly, the instant anticipatory bail application stands allowed.

(Satyavrat Verma, J)

Rishabh/-

U		T	
---	--	---	--

