

28.01.2026
Court No.28
Item No.268
ssi

CRM (A) 143 of 2026

In Re: - An application for anticipatory bail under Section 482 of the Bharatiya Suraksha Nagarik Sanhita in connection with Bidhannagar Police Station Case No. **204 of 2025** dated **22.11.2025** under Sections **316(2)/318(4)** of the BNS 2023.

And

In the matter of: **Rajiv Ranjan Kumar**

.... Petitioner.

Mr. Rajdeep Majumder, Sr. Adv.
Mr. Ayan Bhattacharyya, Sr. Adv.
Mr. Aditya Ratan Tiwary

...for the petitioner

Mr. Rudradipta Nandy, Ld. APP

..for the State

Learned senior counsel appearing on behalf of the petitioner submits as follows. In 2011, eight members formed a co-operative society for getting allotment of a land from the HIDCO. In the same year, they agreed to sale the property to the present de facto complainant. Money was taken to the tune of Rs. 62 lakhs till 2015. In January 2025, the de facto complainant allegedly saw that a building was coming up on that land and the developer ousted him from the property. In the formal part of the FIR, the petitioner's name was taken as the one in-charge of constructing the property. The petitioner denies that he is in-charge of constructing the property as of now. In fact in 2020, the petitioner had constructed a G+3 building for the said de facto complainant. Yet, neither was this mentioned in the FIR nor was the name of the petitioner taken in the written complaint.

Learned counsel appearing on behalf of the State opposes the prayer for anticipatory bail and submits as follows. The petitioner is an accused in several cases of cheating and criminal breach of trust. In the presence case, in 2001 an allotment of land was done in favour of eight members. In 2011, an MOU was entered into between one of the said eight members, the de facto complainant and the construction company of the petitioner for construction of a building. On 16.12.2011, the eight members applied for formation of co-operative. On 28.04.2011, a sum of Rs. 35 lakhs was paid to the petitioner for construction of a building on the said property. Rs. 15 lakhs was paid by demand draft and Rs. 20 lakhs in cash for which there is a receipt. But, the petitioner did not construct the said building. The said eight members, thereafter, gradually removed themselves from the co-operative and were replaced by eight new members. Yet, in 2023, another construction agreement was entered into by the eight old members of the co-operative with another developer to promote the property.

Therefore, it appears that the prime allegation against the petitioner is that he was entrusted to construct a building on the land in question in the year 2011 by paying certain consideration, but he did not do the same. However, afterwards the eight members of the co-operative transferred their shares to eight new members and even entered into a construction agreement with another developer subsequently, although by then, they had not remained members of the co-operative.

Thus, it appears that the prime allegations are against the eight earlier members of the co-operative society.

Considering the above and the other materials available in the case diary, I do not think that custodial interrogation of the petitioner is required in this case and I am inclined to grant anticipatory bail to the petitioner.

Accordingly, the application for anticipatory bail of the petitioner is allowed.

In the event of arrest, the petitioner shall be released on bail upon furnishing a bond of Rs.10,000/- with two sureties of like amount each, one of whom must be local, to the satisfaction of the Arresting Officer and also be 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 and on further conditions that the petitioner shall co-operate with the investigation and shall not threaten or intimidate the witnesses. The petitioner shall meet the Investigating Officer once a week till submission of report in final form.

The application for anticipatory bail is, thus, disposed of.

(Jay Sengupta, J.)