

AD 17
February 25, 2026
Ct. 28
SG

Allowed

CRM(A) 167 of 2026

An application for anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Muchipara P.S. Case No.157 of 2025 dated 09.10.2025 under Sections 316(2)/336(3)/338/340(2)/61(2)/318(4) of the BNS.

And

In the matter of: *Arvind Singh and others* ... petitioners

Mr. Sandipan Ganguly, Sr. Adv.
Mr. Chanchal Kumar Dey
Mr. Surojit Saha

... for the petitioners

Mr. Sanjay Banerjee
Mr. Sufi Kamal

... for the State

Mr. Avik Ghatak
Mr. Souvick Mitra
Ms. Disha Roy
Ms. Dishani Kanjilal

... for the de facto complainant

Learned senior counsel representing the petitioners submits that the petitioner No.1 is the authorised signatory of a concern which had entered into an agreement to purchase the property in question and thereafter acted as a confirming party in the sale deed in question. The petitioner No.2 is a land broker who also acted as a confirming party in the transaction. The petitioner No.3 is a lawyer who had only identified the petitioner No.1 in the deed in question. The complainants are the heirs of the original owner of the land in question. They claimed that two powers of attorney were registered in favour of one Subhasis Das in the years 2012 and 2018 for dealing with the property. Nothing was

done thereafter. So, the two powers of attorney were successfully cancelled in the years 2021 and 2023. After all these, the said Subhasis Das sold the land to a company where the confirming parties were the petitioner Nos.1 and 2. The said Subhasis Das was arrested, and on the very date of production, was granted bail. An application for cancellation of bail of the said Subhasis Das is now pending.

Learned counsel for the State opposes the prayer for anticipatory bail and relies on the statements of witnesses, copies of documents present in the case diary and memo of evidence, which is taken on record.

Learned counsel for the de facto complainant strongly opposes the prayer for anticipatory bail and submits that the petitioner No.1 received more money from the vendor in the deed in question.

At this stage, learned senior counsel representing the petitioners submits that the concern of the petitioner No.1 had paid some money earlier in the agreement to purchase. The same obviously had to be returned in the subsequent deed of sale to another purchaser.

Considering the above, the other materials available in the case diary, the alleged role ascribed to each of the petitioners and the fact that the principal accused was arrested and thereafter granted bail on the date of production, I am inclined to grant anticipatory bail to the petitioners.

In the event of arrest, the petitioners shall be released on bail upon furnishing a bond of Rs.10,000/- (rupees ten thousand) each 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 the further conditions that the petitioners cooperate with the investigation, shall meet the investigating officer once a fortnight till submission of report in final form and shall not threaten or intimidate witnesses.

The application for anticipatory bail is, thus, allowed.

Any observation made herein shall not even any effect in the applications for cancellation of bail of the co-accused, which are pending before the learned courts.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of requisite formalities.

(Jay Sengupta, J.)