

25.02.2026
Court No.28
Item No.21
ssi

CRM (A) 320 of 2026

In Re: - An application for anticipatory bail under Section 482 of the Bharatiya Suraksha Nagarik Sanhita in connection with Haripal Police Station Case No. **3 of 2026** dated **03.01.2026** under Sections **109 (1)/ 115(2)/ 117(2)/ 3(5)/316(2)/ 318(4)/329(4)/ 336(3)/ 338/340(2)/351(2)/352/76** of the BNS 2023.

And

In the matter of: **Joyprakash Roy & another.**

.... Petitioners.

Mr. Moyukh Mukherjee
Mr. Arkaprabho Roy
Mr. Debrup Choudhury
Mr. Soujanya Pattanayak

...for the petitioners

Mr. Tauhid Khan
Mr. Somnath Adhikary
Mr. Atanu Haldar
Ms. Runa Laila Khatun

...for the de facto

Mr. Ranadeb Sengupta
Mr. Atanu Ghosh

..for the State

Learned counsel appearing on behalf of the petitioners submits as follows. It is alleged that a power of attorney was given by the husband of the de facto complainant to the petitioners for dealing with a land. It is alleged that although the power of attorney was revoked and intimation was sent to the petitioners in time, they went ahead with the sale. Moreover, a paltry sum of Rs. 400000/- was given to the owner and the petitioners allegedly still owe a sum of Rs. 2600000/- in respect of such transactions. Actually, there were two agreements entered into. Considering certain issues like encumbrances, the rate for such plots was reduced from Rs. 500000/- to Rs. 50,000/- per cottah. Agreement for sale was already

entered into on 19.09.2025. But, the de facto complainant's husband claimed that the power of attorney was cancelled on 03.11.2025 and the information was given to the petitioner by whatsapp not from the phone number of the owner of the property, but from the phone number of the wife. The sale had to be executed on 10.11.2025 as there was already an agreement for sale and money had been taken.

Learned counsel appearing on behalf of the de facto complainant strongly opposes the prayer for anticipatory bail. He submits that there was no reduction in the price of the plot. This is the ploy to deprive the owner of his legitimate dues. The agreement for sale in question is not a registered document. There is a threat given to the de facto complainant in the meantime. A G.D. entry has to be lodged.

Learned counsel appearing on behalf of the State opposes the prayer for anticipatory bail. He relies on the statements of witnesses and the copies of documents present in the case diary. There is also a criminal antecedent of the petitioner no.1.

Considering the above, the other materials available in the case diary and the fact that the dispute at hand also has a civil profile, while I am inclined to grant anticipatory bail to the petitioners, their movement need to be restricted for a limited period.

In the event of arrest, the petitioners shall be released on bail upon furnishing a bond of Rs.10,000/- 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 further conditions that the petitioners shall co-operate with the investigation

and shall not threaten or intimidate the witnesses. The petitioners shall meet the I.O. once a week till submission of report in final form. The petitioners shall stay outside the jurisdiction of Haripal Police Station for a period of six months from this date, except for attending the jurisdictional Court or meeting the Investigating Officer.

Urgent photostat certified copy of this order be supplied to the parties, if applied for, as early as possible.

(Jay Sengupta, J.)