IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
APPELLATE SIDE

Present:

The Hon'ble Justice Ajay Kumar Gupta

C.R.R. 2422 of 2021

Debashis Ghosh
Versus
Union of India

For the Petitioner	:	Mr. Syed Shahid Imam, Adv. Mr. Md. Khairul, Adv.
For the C.B.I.	:	Mr. Amajit Dey, Adv. Mr. Sukanta Chakraborty, Adv.
Heard on	:	06.02.2026
Judgment on	:	02.04.2026

Ajay Kumar Gupta, J.: -

1. The instant Criminal Revisional application under Section 401 read with Section 482 of the Code of Criminal Procedure, 1973 (in short 'Cr.P.C.') has been preferred by the petitioner challenging the correctness, legality and propriety of an order dated 24.09.2021 passed by the Learned Special Judge, (CBI) Court No. 1, Bichar

Bhawan Kolkata in SPL Case No. 03 of 2016 arising out of RC. 01020A000813 of 2013 dated 30.03.2013 under Sections 120B/420/468/471 of the Indian Penal Code, 1860 (in short 'IPC') and under Sections 13(2)/13(1)(d) of the Prevention of Corruption Act, 1988. By the order impugned, the Trial Court rejected the prayer for discharge from the case involved.

FACTS OF THE CASE: -

2. The essential facts, leading to the filing of this instant Criminal Revisional application, are as under: -

a. The CBI/SPE/ACB/Kolkata registered an F.I.R., being No. RC 01020A000813 of 2013 on 30.03.2013 on the basis of source information alleging therein that Abhijit Gupta, the then Section Engineer, S. E. Rly, Kharagpur and others have given undue favour to the accused Private Firms M/S Efftronics Systems Pvt. Ltd, M/S Aster Electrosoft Pvt. Ltd and M/S Ambitious Enterprises, by allowing these firms to install Electronic Train Indicator Boards (ETIBs) in 3 Railway Stations, namely Chengail, Birshipur and Kulgachia.

b. Even without the integration of ETIBs with the Existing Public Address systems and the incomplete work, the said officials of S.E. Railway released the full payment along with security deposit and performance guarantee to the accused contractors and thereby committing offences U/S 120B r/w 420, 468 and 471 of IPC and Sections 13(2) r/w 13(1) (d) of the Prevention of Corruption Act. As a result, the S.E. Railway suffered a pecuniary loss of Rs. 26,238.10/-.

c. After completion of the investigation, a charge sheet, CS No. 39/2014 on 31.12.1014 was filed against (i) Abhijit Gupta, the then SSE/Tele/Wireless KGP, S.E. Railways, (ii) Debashis Ghosh, the then DSTE, KGP, S.E. Rly, (iii) M. Santosh Kumar, authorised signatory of M/s. Aster Electrosoft Pvt. Ltd., & (iv) Uppala Kantha Rao, owner of M/s. Aster Electrosoft Pvt. Ltd., alleging the commission of offences u/s 120B/420 IPC and Section 13(1)(d) of the Prevention of Corruption Act.

d. The allegations against the petitioner in the instant case are that he abused his official position and recorded inflated measurements in the MB (Measurements Book), and further certified the same. On the basis of the false measurements, the contractor, M/s Aster Electrosoft Pvt. Ltd., received inflated payments for his bills, resulting in wrongful loss to the Railways.

e. It is also alleged that the Railway has issued a work order to M/s Aster Electrosoft Pvt. Ltd. at substantially higher rates compared to Tata Nagar of CKP division. An excess amount was paid to the firm (Contractor) due to wrong measurement of trenching, subsequently correlated with data cable, power cable, HDPE pipe etc.

f. The tender was opened on 24.07.2009, and members had put their initials on the tender offers. Thereafter, on 28.07.2009, a summary was prepared and all offers/tenders, along with the summary, were sent to the tender section at Kharagpur for the preparation of a comparative statement and briefing note. A brief note and comparative statements were prepared on 10.08.2009 and sent to the Finance Department for vetting on the same date.

g. The detailed estimate was technically sanctioned on 06.07.2009, which was before the issuance of LOA (Letter of Acceptance) dated 31.08.2009, in favour of M/s. Aster Electrosoft Pvt. Ltd.

h. The tender Committee recommended acceptance of the offer of M/s Aster Electrosoft Pvt. Ltd. for supply, installation, and commissioning of ETIB at three stations on 28.02.2009 and the same was accepted by the Tender Accepting Authority on 28.08.2009. Accordingly, an LOA and Work Order were issued for the aforesaid work in question and given to M/s Aster Electrosoft Pvt. Ltd. Thereafter, a contract/agreement was signed between the S. E. Railways and the contractors for executing the aforesaid work.

i. It is the contention of the petitioner that he had no role to play in the initial planning, tendering and receipt of material and payment thereof. He joined as a Divisional Signal & Telecom Engineer/Tele-maintenance (DTSE), Kharagpur on 6th January, 2010. He did not know such facts and circumstances of work orders.

j. The allegation against the Petitioner was that the work orders for the supply and installation of ETIBs at various stations under the Howrah-Kharagpur-Digha section of Kharagpur Division, S.E. Railway, were issued at substantially higher rates compared to the rates at which the same suppliers, who had executed the same work in Chakradharpur Division, S.E. Railway about 4/5 months, for an accepted rate of Rs. 71,17,349/- for the installation of ETIBs at Titanagar, Rourkela and Jharsuguda Station at S.E. Railway. The estimate prepared for the supply, installation and commissioning of ETIBs at various locations under the Howrah-Kharagpur-Digha section of Kharagpur Division, S.E. Railways by Pradip Kumar Prasad and Abhijit Gupta was Rs. 92,01,836/-.

k. In the above premise, the petitioner finds it necessary to mention that while making their recommendation, it is the responsibility of the Tender Committee to examine all relevant factors, such as the existing workload on the lowest two or three tenders, their capacities to execute further work, and also, whether the rates quoted are reasonable and workable.

l. The petitioner was not present while dealing with the tender or completion of work orders and had no role to play in the initial planning, tendering, receipt and material and payment thereof. In view of the aforesaid facts and circumstances, the petitioner stated that he is innocent and the instant proceeding is an abuse of the process of law. Hence, this application.

SUBMISSION ON BEHALF OF THE PETITIONER: -

3. Learned counsel appearing on behalf of the petitioner submitted that the petitioner was a DSTE. His work does not extend to setting up, commissioning, supervising, or maintaining ETIBs. The Petitioner is under the technical Control of Sr. DSTE and works on the instructions of the Senior DSTE. Nearly 90 percent of the payments had already been made in respect of the said schedule work before the Petitioner joined.

4. It was submitted that the final bill that came up during the Petitioner's tenure, is the subject matter of this case, which establishes that the petitioner had no role in the initial planning, tendering & receipt of material and payment thereof.

5. Finally, it was submitted that the Petitioner was not a named accused in the FIR; he has been falsely implicated in the present case, though he had no role to play in any physical checking, testing and measuring of the cable. All measuring, testing and checking were executed before he joined as DSTE. Therefore, the proceedings against the present petitioner is an abuse of process of law. To secure the ends of justice, it requires quashing of the proceedings; otherwise, the petitioner would greatly suffer and be prejudiced.

SUBMISSION ON BEHALF OF THE OPPOSITE PARTY/CBI: -

6. Learned counsel Mr. Dey, representing the CBI, vehemently opposes the prayer of the petitioner and further submitted that the Petitioner had played a vital role in the offence as alleged. During the investigation, it was revealed that after finding the inflated payment with less work on the ground, the S. E. Rly. recovered an amount of Rs. 3,65,597.00/-, from M/S Aster Electrosoft Pvt. Ltd (A-4) for work vide contract Agreement dated 12.11.2009 in pursuance of Para 51 (2) of General Conditions of Contract Vol-/-2-2001, which deals with post-payment audit. The Petitioner had certified the completion of the aforesaid work. Rs. 26,238.10/- is still to be recovered from the said accused firm.

7. It was further submitted that the petitioner had checked the test in MB when he was DSTE on 03.02.2010. The bill was submitted on 03.02.2010. The final bill was released on 04.08.2010 during his tenure; as such, the petitioner was very much involved in the offence punishable under section U/S 120B read with 420, 468 and 471 of IPC and Sections 13(2) r/w 13(1) (d) of the Prevention of Corruption Act.

8. It was further submitted that during the course of such fresh measurements, it was revealed that the measurements, as recorded in the MB, were false and inflated. These inflated measurements were recorded in the MB by accused Shri Abhijit Gupta, which was certified to be correct by the petitioner herein Shri Debasish Ghosh and countersigned by Sh. M. Santosh Kumar, representative of M/S Aster Electrosoft Pvt Ltd, had claimed bills against these inflated measurements in the MB; as such, the petitioner is required to face trial to unearth the truth. Therefore, the present application is liable to be dismissed.

DISCUSSIONS, ANALYSIS AND CONCLUSION OF THIS COURT: -

9. Having heard the learned counsels appearing on behalf of the respective parties and upon perusal of the records, especially the complaint and charge sheet submitted in RC01020A000813 dated 30/03/2013 against Shri Abhijit Gupta, the then Senior Section Engineer/Tele/Wireless, Kharagpur Division, South Eastern Railway, Kharagpur and others under sections 120B/420 of the IPC and Section 13(2) r/w 13(1)(d) of PC Act, 1988, this court finds that the allegations primarily relate to issuance of work orders for the supply and installation of ETIBs at various stations under Howrah-Kharagpur-Digha section, at substantially higher rates than those prevailing in a comparable project executed shortly prior in the Chakradharpur Division, S.E. Railway.

10. During the investigation, it has been revealed that the petitioner was also involved in the measurement process, and the measurements recorded in the MB were false and inflated. The said inflated measurements were recorded by accused Shri Abhijit Gupta (A-1) which were subsequently certified as correct by the present petitioner, Shri Debasish Ghosh, and countersigned by Shri M. Santosh Kumar, representative of M/S Aster Electrosoft Pvt Ltd, on the basis of which, bills were raised and payments claimed was paid.

11. The contention of the petitioner that he had no role to play in measurement or payment process, on the ground that approximately 90% of the total payment had already been paid prior to his joining as DSTE, does not absolve him of responsibility. Even assuming for the sake of argument that 90% of the total amount had already been paid, it was the responsibility of the petitioner to verify the work executed and the measurements recorded before approving or facilitating the final payment.

12. The allegation pertaining to approval and disbursement of payments based on inflated measurements constitutes a serious and cognizable offence. The materials collected by CBI during the investigation prima facie indicate the petitioner's involvement in the process leading to the final payment of inflated bills. In such circumstances, this Court is not persuaded to hold that the continuation of the proceedings amounts to an abuse of the process of law. Therefore, the application found to be devoid of merit and requires dismissal.

13. Accordingly, **CRR 2422 of 2021** is, thus, **dismissed.** Connected applications, if any, are also, thus, disposed of.

14. Let a copy of this Judgment and Order be sent to the Learned Court below for information.

15. Interim order, if any, stands vacated.

16. All parties will act on the server copies of this Judgment and Order uploaded on the official website of this Hon'ble High Court.

17. Urgent photostat certified copy of this Judgment and Order, if applied for, is to be given as expeditiously to the parties on compliance of all legal and necessary formalities.

(Ajay Kumar Gupta, J)

P. Adak (P.A.)