

**IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Jay Sengupta

C.R.M. (A) 2922 of 2025

Smt. Sonu Singhania

Vs.

The State of West Bengal

With

C.R.M. (A) 2930 of 2025

Mahesh Singhania

Vs.

The State of West Bengal

For the petitioner : Mr. Partha Chakraborty
Mr. Rishabh Datta Gupta

.....Advocates

For the de-facto complainant : Mr. Ayan Bhattacharyya
Mr. Anirban Dutta
Mr. Shameek Ray
Mr. Z. Rauf
Mr. Abdul Zahid
Mr. Aritra Paul

.....Advocates

**For the State
in CRM (A) 2922 of 2025** : Ms. Sreyashee Biswas
Ms. Arani Bhattacharyya

.....Advocates

**For the State
in CRM (A) 2930 of 2025** : Mr. Antarikya Basu
Mr. Soumadip Saha

.....Advocates

Heard lastly on : 18.02.2026

Judgment on : 18.02.2026

Jay Sengupta, J:

1. As the applications for anticipatory bail pertain to the same police case being Bhowanipore PS Case No. 21 dated 27.01.2025 under Sections 120B, 406, 467, 468, 420 IPC, they have been taken up for hearing together.

2. Learned counsels appearing on behalf the petitioners submits and relies on their written notes as follows. It is undisputed that the de-facto complainant paid substantial sums to the petitioners in installments within a period of 7 months. Such payments were made strictly under several agreements drafted entirely by the complainant's own Solicitor. In the agreements, the complainant unequivocally acknowledged Boon Realtors Pvt. Ltd. as owner of the property by virtue of an e-auction conducted by the Bank. Despite alleging the e-auction to be unlawful, the complainant imposed an obligation on the petitioners to "monitor" legal proceedings before the learned Debt Recovery Tribunal for cancellation of the auction. A principal term of all the three agreements required delivery of 10 Katthas out of 15 Katthas of land, the remaining 3 Katthas being claimed by the complainant as part of its own tenancy. The petitioners duly handed over possession of 10 Katthas (barring a meagre portion measuring more or less 1 Cottas). The complaint has admitted before various for a that it has been in

uninterrupted possession of the entire 14 Katthas since September, 2023 and has been benefitting from its tenancy rights due to the petitioners' desired efforts. The petitioners, with the complainant's Solicitor, prepared the necessary pleadings for cancellation of the e-auction and even paid a substantial amount amounting to Rs. 15 Lakhs to the complainant's Solicitor towards his remuneration for the same. However, despite being the only party with locus to file such proceedings, the complainant deliberately abstained from moving the learned DRT. Under the agreements, both parties were required to execute legally sustainable document for sub-tenancy relinquishing their perpetual tenancy rights in favour of the complainant. Given the market value of the Bhowanipur property (not less than Rs. 50 Crores) and the petitioners' vested right to create sub-tenancies, the relinquishment was substantial and made in lieu of the agreed consideration. From inception, there is no evidence of any fraudulent or dishonest intention. They substantially performed their obligations in terms of the agreements. The purported allegation with regard to the issue of forgery in connection with the rent receipts is absolutely baseless since those receipts were actually not rent receipts, but the receipts acknowledging the adjustable advance amount which the de facto complainant paid but in terms of their earnest request to keep or maintain their books of accounts properly such receipts were granted. Allegation of forgery is absolutely an afterthought. It has been alleged by the de facto complainant that the possession letters are forged, but he could not justify on what basis they were handed over physical possession of the subject property. Only the

possession letters issued by the petitioner's have been purportedly claimed to be forged whereas the possession letter issued by the other occupier of self same property namely Avishek Roy issued on the self same date has not been claimed to be forged. The claim that petitioners falsely represented themselves as Directors of the then Unnati Conclave Private Limited was contrary to the agreements, which clearly described the petitioner as "The Director of the then Unnati Enclave." As held by the Hon'ble Apex Court if there is breach of any terms and agreement the only remedy lies for the victim parties to approach a competent Civil Court of Law for Damages or recovery of money, but not to use the applicability of Criminal Law as a weapon to harass and humiliate the other party beyond the scope of statutory laws.

3. Learned senior counsel appearing on behalf of the de facto complainant submits and relies on the written notes as under. Firstly, the petitioners have cheated an Educational Trust running an educational school masquerading as the director of a non-existent company. The petitioners entered into a facilitatory agreement with the Educational Trust against receipt of Rs. 9 crores. The petitioners thereafter had created sub-tenancy in favour of the Educational Trust. However, subsequently the petitioners had surrendered the tenancy in favour of the landlord being Boon Realtors thereby rendering the subtenancy void. The petitioners have withdrawn the civil suit filed against Boon Realtors thereby leaving the Educational Trust at large. Secondly, the petitioners have taken this Court for a ride. The petitioners were audacious enough to file quashing petition being CRR No:

2512 of 2025 with forged documents. However, when the same was pointed out by the Educational Trust before this Court, the petitioners have filed the present pre arrest bail petitions thereby suppressing the factum of filing of quashing petition being CRR No: 2512 of 2025. Thirdly, a large sum of money was taken by the petitioners on the false representation of their directorship of a company which was struck off much prior to such representation. Fourthly, the plea of handing over the possession in favour of the Educational Trust is not only false but preposterous as would be evident from the said forged document. The said forged document would show Unnati Conclave Pvt. Ltd. which was struck off in 2018, had allegedly handed over the possession to the Educational Trust on September 29, 2023, which is empirically impossible. Lastly, it is trite law that the provision of pre arrest bail being an exceptional one must be extended only in deserving cases.

4. Learned counsel appearing on behalf of the State strongly opposes prayers for anticipatory bail and submits as follows. The petitioners claimed to have close relationship with the owners of the property and executed documents in order to defraud the victim/de facto complainant. First, they are not the directors of the company Unnati Conclave Pvt. Ltd. as the same was struck off in 2018. Yet, in such capacity they claimed to hand over possession of the property to the educational trust in 2003. They obtained Rs. 9 crores by entering to such agreement with the victim without any intention of fulfilling the promise on handing over possession of the property.

On the contrary, the petitioners withdrew the civil suit filed against the said Boon Realtors.

5. First, at certain place of the agreement, the petitioners were described as “the directors, the then Unnati Conclave”.

6. Secondly, the suit in question was filed for a declaration regarding tenancy. Withdrawal of the same, although may be seen as an attempt to do away with the safeguard, may not, per se, tantamount to surrender of tenancy.

7. The amount allegedly taken by the petitioners appears to be very high. But, that is a sum that the de facto complainant had apparently agreed to give for obtaining possession of the prime property. Whether possession was given or not is again a disputed question of fact that would be a subject matter of the present and other litigations.

8. However, a local inquiry by the investigating agency revealed that the petitioners were not strangers to the property in question. As per the statement dated 12.01.2026 of a witness present at page 10 of the Report dated 14.01.2026 filed by the State, the said Mahesh Singhanian, through some locals, had asked the said witness to do some civil work and electric wiring inside the property at 3/1, Heysham Road, Kolkata 700020 in 2021. In 2022, he entered into the property and did the work. After completion of the work, the said Mahesh Singhanian paid him for it and claimed himself to be a tenant. In 2023, he found the children and the students of Julian Day School were playing inside the said property and a temporary cut out was

made from the side of the school. A board of the school was also found at the entrance. But, in 2024 the board was removed and playing of the students stopped. As per some other statements, the Boon Realtors presently are in possession.

9. Considering the above, the other materials available in the case diary and the reports, the fact that the dispute at hand also has a civil profile and that the case is based on documents bulk of which have been seized by the investigating agency, I do not think that custodial interrogation of the petitioners is required in this case and I am inclined to grant anticipatory bail to the petitioners.

10. In the event of arrest, the petitioner shall be released on bail upon furnishing a bond of Rs. 1,00,000/- 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 further conditions that the petitioners shall cooperate with the investigation, shall not threaten or intimidate witnesses, the petitioner Mahesh Singhania shall meet the IO once a fortnight till submission of report in final form and the petitioners shall not leave the country without the permission of the jurisdictional Court until further orders.

11. Urgent Photostat certified copy of this order, if applied for, be given to the parties, upon completion of requisite formalities.

(Jay Sengupta, J.)