

06.02.2026  
Court No.28  
Item No. 5  
tbsr  
Allowed

**CRM (A) 4146 of 2025**

In Re: - An application for anticipatory bail under Section 438 of the Code of Criminal Procedure, 1973/Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with **Sankrail** P.S. FIR Case No.**534 of 2025** dated **20.06.2025** under Section **468/469/471/420/120B/34** of the IPC.

And

In the matter of: Asish Kumar Das

....Petitioner.

Mr. J. N. Chatterjee, Sr. Adv.  
Mr. S. S. Bhutoria  
Ms. D. P. Mitra

....for the petitioner

Mr. Ranadev Sengupta  
Mr. Karan Bapuli

....for the State

Report filed on behalf of the State is taken on record.

Learned senior counsel appearing on behalf of the petitioner submits as follows. There was an agreement arrived at between the petitioner and the de facto complainant as the de facto complainant was in dire need of money that she will give her property as collateral security for a GST over draft account to be opened by the petitioner's concern. It was agreed Rs. 10 lakhs would be paid to the de facto complainant in cash and five cheques for Rs. 10 lakhs would be given. Additionally a sum of Rs. 1.75 lakhs would be paid per month for two years. It is alleged that the monthly payment of Rs. 1.75 lakhs was done only for one year and it was stopped after that.

Learned counsel appearing on behalf of the State relies on the case diary and the report and opposes the prayer for anticipatory bail.

He submits that subsequently instead of the petitioner the complainant was brought in as one of the partners of the concern. There was a reconstitution of the partnership. A total sum of Rs. 1 crore was taken as over draft and it was agreed that Rs. 40 lakhs was to be taken by the petitioner. In spite of walking out of the partnership firm, the petitioner has taken out money from the said account by using User ID and Password given earlier.

It does not appear that the liability to repay has been put on the de facto complainant.

It is surprising that the de facto complainant in spite of entering into the partnership has not decided to access the Password and User ID.

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.

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 condition that the petitioner shall cooperate with investigation, meet the I.O. once a week till submission of report in final form and shall not threaten or intimidate witnesses.

The application for anticipatory bail is, thus, allowed.

The personal appearance of the Investigating Officer is noted and is dispensed.

Urgent photostat certified copies of this order may be delivered to the learned Advocates for the parties, if applied for, upon compliance of all formalities.

**(Jay Sengupta, J.)**