

22.04.2026

Item no.04.

Court No.5.

Suman

(Allowed)

**In the High Court at Calcutta
Circuit Bench at Jalpaiguri
Criminal Miscellaneous Jurisdiction**

CRM (A) 203 of 2026

In Re: An Application for Anticipatory Bail under Section 438 of the Code of Criminal Procedure, 1973/Under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in connection with Bhaktinagar Police Station Case No.296 of 2023 dated 14.04.2023 under Section 417/376/506/34 of the Indian Penal Code, 1860 corresponding to 318/64/351/3(6) of Bharatiya Nyaya Sanhita, 2023, corresponding to G.R. Case No. 1827 of 2023.

And

**In the matter of : Amit Kumar Gupta @ Amit Prasad Gupta
.....Petitioner**

Mr. Anish Roy
Mr. Sujit Swami
Ms. Shruti Yadav
Mr. Chetan Sharma
Ms. K. Adhikari

..for the petitioner.

Mr. Nilay Chakraborty, Ld. APP
Mr. Sagnik Shankar Sikdar
..for the State

Mr. Saptarshi Banik
Mr. Shankar Sarkar
..for the de facto complainant

Mr. Roy, learned advocate appearing for the petitioner submits that negotiation process for marriage in between the petitioner and the de facto complainant was initiated through one person namely Manoj Gupta. Even members of both the family sat on several occasions in course of such negotiation. In the meantime, the petitioner came to know that the

de facto complainant previously married to another person and even got a decree of divorce. Such fact has been suppressed to the present petitioner and suppression of this incident is the main cause of the differences cropped up between them. He submits that if during course of negotiation anything happens in between them i.e., totally consensual. In that case charge sheet has been submitted. Therefore, according to him, no custodial interrogation of the present petitioner is required.

Mr. Chakraborty, learned APP produces the case diary and opposes the prayer for anticipatory bail of the petitioner. On the basis of the materials available in the case diary, Mr. Banik learned advocate appearing for the de facto complainant opposes the prayer for bail of the present petitioner. He submits that from very inception, the petitioner has ill motive to cheat the de facto complainant and to take advantage of the circumstances.

Heard the learned advocates appearing for the respective parties and perused the materials on record including the case diary.

Undisputedly, here charge sheet vide no.153 of 2025 dated 28th February, 2025 has been submitted. Admittedly, the negotiation of the marriage was going on in between two families of the petitioner and the victim. However, for any reason the said negotiation could not be finalized. The copy of the order dated 22nd March, 2022 passed in Matrimonial Suit No.285 of 2001 indicates that the previous marriage solemnized between the victim and another man stood dissolved by that order. Now, whether the petitioner has any malice to cheat the victim from very inception is the matter to be decided in trial after appreciation of the evidence. At this stage, it is to be considered whether even after

filing of the charge sheet the custodial interrogation of the present petitioner is required or not.

Upon perusal of the materials on record, considering the nature of the allegations and the statement of the witnesses and the victim in course of investigation I am of the view that custodial interrogation of the present petitioner will not serve any purpose.

In view of the above, the application being **CRM (A) 203 of 2026** is **allowed**.

It is ordered that in the event of arrest, the petitioner shall be released on bail upon furnishing a bond of Rs. 10,000/- (Rupees Ten Thousand only), with two sureties of Rs.5,000/- (Rupees Five Thousand only) each, one of whom must be local, to the satisfaction of learned **Chief Judicial Magistrate, Jalpaiguri**, and subject to the conditions as laid down under Section 482(2) of the BNSS corresponding to 438 (2) of the Cr.P.C.

All parties shall act in terms of server copy of the order downloaded from the official website of this Court.

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

(Partha Sarathi Chatterjee, J.)