

Serial No.63.
August 14, 2018.

SG
Allowed

CRM 5789 of 2018

In Re. An application for anticipatory bail under
Section 438 of the Code of Criminal Procedure.

In the matter of:

Sanjay Pandey and another

-versus-

The State of West Bengal

Mr Sandipan Ganguly
Mr Sourav Chatterjee
Mr S. Roychowdhury
Mr Pushan Kar
Mr Sagnik Majumder

... for the petitioners.

Mr Ranabir Roy Chowdhury
Mr Mainak Gupta

... for the State.

Mr Ayan Bhattacharya
Mr Atish Ghosh

... for the defacto complainant.

The petitioners seek anticipatory bail in connection with New Town Police Station Case No.271 of 2018 dated July 2, 2018 under Sections 418/420/406/120B of the Indian Penal Code read with Section 154 of the Code of Criminal Procedure.

The defacto complainant is represented and it is submitted that there was an agreement between the defacto complainant and DLF Limited, of which the petitioners are principal officers, by and under which a covered space in Rajarhat was agreed to be purchased by the defacto complaint at a total consideration of

Rs.6.5 crore and an advance payment was made of about Rs.3.5 crore. It is the further case of the defacto complainant that despite the petitioners herein receiving a sum of about Rs.3.50 crore, the petitioners purported to enter into an agreement with a third party for the transfer of the same property to such third party at a higher price.

According to the petitioners, a suit for specific performance of the contract for transfer of the property has been instituted by the defacto complainant, but an interlocutory injunction has been declined therein despite the defacto complainant's assertion as to the transaction between the petitioners herein and the third party. However, the suit is pending.

The petitioners herein are willing to refund the amount, though the petitioners claim that the defacto complainant refused to sign a formal agreement and the defacto complainant failed to make the timely instalment payments as were required.

In the light of such disputes between the defacto complainant and the petitioners herein, there may not be any need to take the petitioners into custody for their interrogation, as long as the money obtained from the defacto complainant is disgorged.

For a period of a fortnight from date, the petitioners will not be arrested in connection with this case. If, during such period, the petitioners deposit a sum of Rs.5 crore with the Registrar General, completely without prejudice to the rights and contentions of the petitioners herein and of DLF Limited in the pending suit, the petitioners can enjoy anticipatory bail. In default of such payment,

which includes a tentative interest component also, the order as to anticipatory bail will not be effective.

The deposit in terms of this order may be made by DLF Limited and such deposit will be invested by the Registrar General in a short-term fixed deposit, subject to the orders that may be passed in the defacto complainant's suit.

This order is made without prejudice to the rights and contentions of the defacto complainant in the pending suit.

Accordingly, in the event of such deposit and arrest, the petitioners are directed to be released on bail upon furnishing bonds of Rs.10,000/- (Rupees Ten Thousand Only) each, with two sureties of Rs.5,000/- (Rupees Five Thousand Only) each, one of whom must be local, to the satisfaction of the arresting officer, subject to the conditions laid down in Section 438(2) of the Code of Criminal Procedure, 1973. In addition, the petitioners will also report to the investigating officer at such time and place as may be specified by the concerned police officer.

The petition for anticipatory bail is allowed on the conditions indicated above.

A certified copy of this order be immediately made available to the petitioners, subject to compliance with all requisite formalities.

(Sanjib Banerjee, J.)

(Abhijit Gangopadhyay, J.)

CrM 5789 of 2018

Application for anticipatory bail under
Section 41 of the Code of Criminal Procedure.

In the matter of
Sunjay Pandey and another
versus
The State of West Bengal.

Mr. Anjan Ganguly
Mr. Anjan Chatterjee
Mr. S. Poykar Chary
Mr. P. S. Das
Mr. Sanku Majumdar

for the petitioners.

Mr. Ranabir Roy Choudhury
Mr. Mainak Gupta

for the State.

Mr. Anjan Bhattacharya
Mr. Anjan Chatterjee

for the defacto complainant.

The petitioners seek anticipatory bail in connection with New
Town Police Station Case No. 273 of 2018 dated July 2, 2018 under
Section 418/420/406/120B of the Indian Penal Code read with
Section 104 of the Code of Criminal Procedure.

The defacto complainant is represented and it is submitted
that there was an agreement between the defacto complainant and
DLF Limited, of which the petitioners are original members.