27.11.2026
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CRM(A) 1718 of 2026
(ASSIGNED)
Shri Ashim Krishna Bhatta
Vs.
State of West Bengal

In re: An application for anticipatory bail under Section 482 of the BNSS, 2023 read with Section 438 of Code of Criminal Procedure, 1973.

Mr. Pradip Kumar Roy, Sr. Adv.,
Ms. Shruti Mitra
…for the Petitioner

Mr. Sabyasachi Chatterjee,
Mr. Kiran Sk
Mr. Sayed Hossain
Mr. Badrul Karim
Mr. Jamiruddin Sk.
…for the de facto Complainant

Mr. Kallol Mondal, Ld. PP
Mr. Bikash Kr. Singh
Mr. Pawan Kr. Gupta
…for the State

Petitioner has preferred this application seeking anticipatory bail apprehending his arrest in connection with Murshidabad P.S. case no. 440 of 2026 dated 17.05.2026 under section 316 (2) 318(4) of BNS 2023.

The gravamen of the allegation made in the written complaint dated 12.05.2026 is that the petitioner being the proprietor of M/S AS agency had allegedly availed of a cash credit (Loan Facility) from Ayush Bagh Samabaya Krishi Unnoyan Samity Ltd. (herein after called as Samity) and had thereafter defrauded the Samity by not making the payment and the alleged outstanding liability projected in the FIR is about Rs. 42.80 crores.

Petitioner's contention is that he has consistently denied that he had ever applied for or availed of any cash

credit facility from the samity and no such transaction as alleged ever took place between the petitioner and the samity. He further contended that his relationship with the samity is purely commercial and contractual in nature, arising out of transactions relating to the supply for goods for ICDS projects and was never a debtor-creditor relationship out of any loan or cash credit facility. The foundational feature of the prosecution case that enormous financial liability of approximately Rs. 42.80 Crores has been allegedly misappropriated by the petitioner is made without disclosing the foundational documents. The authorization letter which has been relied by the complainant was issued in favour of Ritam Das solely for the limited purpose of completing the necessary papers formalities and receiving cheques on behalf of the petitioner against the supply of rice and mushur dal to the ICDS Projects. The alleged promissory notes relied upon by defacto complainant in support of loan transaction are forged fabricated and manufactured documents and it were never signed by the petitioner.

His specific case is that had the petitioner infact availed of the alleged loan or cash credit facility and thereafter committed default in repayment, the corresponding loan account would necessarily have been subjected to the applicable regulatory and accounting treatment relating to non-performing assets which at best could have given rise to civil remedies, which the Samity had already availed but by no stretch of imagination such allegations attract criminality

specially when it is not denied that petitioner was in *bonafide* business relationship with the Samity since 2006.

He further submits that the allegation under section 316 (2) of BNS is also unsustainable in view of the fact that prosecution has not identified any specific property which was entrusted by the Samity to the petitioner in the manner contemplated by the said section. Disputed monetary liability by itself cannot automatically be equated with criminal breach of trust. The allegation under section 318 (4) of BNS is also fundamentally dependent upon prove of deception and dishonest or fraudulent intention from the inception which is completely absent in the present case. On the Contrary petitioners business relationship with the Samity came to an end in or about 2012 and at the time of closure of commercial relationship, the Samity paid approximately Rs. 10 Lakhs to the petitioner towards full and final settlement of the amounts payable against the necessary bills and invoices in terms of his supply of food grains and other materials for ICDS project, pursuant to the agreement dated 05.10.2009.

His next point of argument in support of bail prayer is that the petitioners alleged loan does not find corresponding reflection in the Joint Registrar's Inspection report of 2016 and it is admitted position that audit was conducted only upto 2018/2019 and no audit had thereafter been conducted as the Samity remained under lock and key. In the civil proceeding the Samity itself took the stand that the dispute is governed by section 102 of the West Bengal Co-operative Societies Act, 2006.

He further submits that conduct of the petitioner after registration of FIR is wholly inconsistent with any allegation that he intends to evade investigation as upon receipt of notice dated 20.05.2026 under section 35 (3) of the BNSS the petitioner appeared before the investigating officer on 28.05.2026 and submitted a detailed written explanation and furnished relevant documents. Since the entire prosecution is based on documents, the custodial interrogation of the present petitioner is not required. Therefore, he may be favoured with an order of Anticipatory Bail.

Learned counsel appearing on behalf of the defacto complainant and the State submits that the Samity remained close as its financial condition detoriated severely after lockdown of 2020 when the Samity became completely inoperative and its office remained close. When the affected depositors approached, the election of the samity as per court's order was ultimately conducted on 24.09.2025, by which a new Managing Committee and Board were duly constituted and defacto complainant assumed charge as the newly elected secretary and thereafter he scrutinized the record and detected that an organized systematic financial wrong-doing involving several interconnected transactions, repeated enhancement of accommodation loan and the possible involvement of office bearer/ borrowers bank officials and associate persons in the racket, which actually caused the delay in lodging the FIR. Infact the FIR was lodged only after the newly elected management obtained access to the

records and discover the magnitude and systematic nature of the alleged financial fraud.

Their further case is that the petitioner is the proprietor of M/s AS Agency who availed the cash credit loan of 3,50,000/- from the Samity on 02.02.2007 and had executed several promissory notes in favour of the Samity. Said M/S AS agency also requested the Samity to grant a cash credit loan of Rs. 60 lakhs against payment receivable from ICDS supply bill and in the same communication M/S AS agency authorized the entire cheque amount to be remitted to the Samity towards payment of the cash credit loan.

It is further argued on their behalf that the petitioner expressly agreed to accept the outstanding financial accommodation as a loan and undertook to repay the same in accordance with the stipulated terms. Thereafter the outstanding amount in the cash credit loan account of M/S AS Agency had increased time to time and by a letter dated 08.10.2018, the Samity called upon the petitioner to repay approximately Rs. 35,58,42,01/-. The petitioner replied the said demand notice on 23.10.2017, where he did not deny the loan transaction nor alleged fabrication of the records but he referred to the financial difficulties and sought time to repay the outstanding loan. The Samity further issued demand notice on 21.03.2018 as the petitioner had failed to repay the same.

They further submit that the petitioner has attempted to portray the case as a simply contractual dispute arising out of supply of food materials. It is true that an agreement dated

05.10.2009 existed concerning the supply of food materials to ICDS projects but the supply agreement does not extinguish or dispute the separate cash credit loan transaction. Moreover, pendency of T.S. no. 2 of 2021 does not prevent the investigation agency from investigating the criminal aspect of the transactions. He further contended that petitioner has now alleged that the loan documents are fabricated and therefore, proper investigation and forensic examination is required. The selected documents produced by the petitioner are not enough to conclude the investigation or to come to a conclusion.

The financial loss has directly affected the Samity and it's numerous small depositors, whose deposits could not be repaid after the Samity became inoperative. So, the investigating agency is required to investigate by way of custodial interrogation to determine how repeated and financial accommodations were obtained, whether false representation were made while obtaining further amounts, whether the sanction limit was knowingly exceeded, whether the ICDS supply bill payments ear-marked for repayment or diverted, the purpose for which the amounts were utilized and importantly the persons who authorized and facilitated the illegal transactions and the ultimate beneficiaries of the fund. Learned counsel for the state further argued that the documents so far received reveals that the petitioner is the sole proprietor of M/S AS agency and the petitioner authorized one Ritam Das to do paper formalities and to receive cheques on behalf of M/S AS Agency from the Samity

and thereafter one Amit Das were also authorized to do paper formalities and cheque related works. The cash credit loan was supplied to the three accounts owing details of the petitioner's M/S AS agency. Against the cash credit loan M/s. AS agency time to time submitted promissory notes, several letters which discloses that petitioner sought for time for making repayment.

It is specifically alleged by the state that the petitioner is an influential person and did not bother to pay during the erstwhile regime and after change of Samity members by way of election, when elected members asked him to pay, he totally denied the taking of loan, for which Samity compelled to initiate FIR with the allegation of cheating and forgery. Therefore, he submits that at this stage granting anticipatory bail will prejudice the progress of investigation. In the name of co-operation the petitioner is denying the fact of taking loan and the allegations involved cheating the public money to the extent of Rs. 48.80 crores. The involvement of the other conspirators and the beneficiaries of proceeds of crime are required to be accounted and the conspiracy is also required to be detected by way of through investigation, for which custodial interrogation of the petitioner is required. Therefore, both of them seriously opposed the bail prayer.

I have considered submissions made on behalf of the all the parties.

Though the petitioner has clearly tried to portray that the dispute between he parties are purely civil in nature and for which T.S. 2 of 2021 has already been instituted under the

relevant provision of the Act of 2006, but it appears that the petitioner has denied during investigation that he has taken any loan from the Samity. The specific allegations of the complainant supported by the documents is that the petitioner availed of huge amount of financial accommodation without having any security. When the petitioner is denying that he never availed of financial accommodation from the Samity the matter, does not confined to a civil dispute only. The worst sufferers for alleged fraud are the marginalized people who deposited their hard earned money to the Samity and ultimately were defrauded for alleged activities of the then Samity authorities and the petitioner. As such it can never remain a simplicitor civil dispute. The prosecution has categorically submitted that the investigation is required *inter alia* to determine how repeated and enhanced financial accommodations were obtained and how the cheated money was trailed and the persons who allegedly in connivance with each other has authorized and facilitated the transaction and also to unearth who are the ultimate beneficiaries and to ascertain all these the custodial interrogation is required.

In ***State Vs. Anil Sharma*** reported in **(1997) 7 SCC 187** the Apex Court held that custodial interrogation is qualitatively more elicitation-oriented than questioning a suspect who is well ensconced with a favourable order under section 438 of the Code. In a case like this effective interrogation of suspected persons is of tremendous advantage in disinterring many useful informations and also materials which would have concealed. Apex court further

held in that judgement that success in such interrogation would elude if the suspected persons knows that he is well protected and insulated by a pre arrest bail order during the time he is interrogated. Very often interrogation in such a condition would reduce to a mere ritual.

In the present case also since the prosecution is required to unearth the truth and since the petitioner has completely denied the allegations of taking any loan from the Samity, success in such interrogation to unearth the racket, if any, may not be fructified, if the suspected person i.e. petitioner is protected by a pre arrest bail order during the time he is interrogated. Therefore, I find that this is not a fit case where the petitioner can be favoured with an order of pre arrest bail, in view of the nature and gravity of the allegations and also in the interest of investigation to reveal the truth.

CRM (A) 1718 of 2026 seeking anticipatory bail thus stands rejected.

Urgent Xerox certified photocopies of this Judgment, if applied for, be given to the parties upon compliance of the requisite formalities.

(Dr. Ajoy Kumar Mukherjee, J.)