

**Order dated : 04.09.2024**

Today is fixed for production.

One cost receipt of Rs.5000/- has been filed.

Complainant files hazira

Accused Suvendu Das, Kaushik Ganguly and Anjana Ganguly are produced from J/C.

Accused persons are taken into custody.

Record is taken up for evidence. Complainant is examined as P.W1 the complainant. During his examination in chief his supplementary affidavit in chief has been marked as **Exbt.9 collectively**.

The bank statement of his HDFC Bank account being no.02771610105944 and Standard Chartered Bank account no.33510371584 and Axis Bank account no.005010100714495 belonging to his wife Sruthi Mukherjee has been marked as **Exbt.10 collectively**.

The certified copy of affidavit in chief in c/w C case 256/22 dt.3.6.22 filed by accused Suvendu Das and Koushik Ganguly has been marked as **Exbt.11 collectively**.

The examination in chief of P.W-1 is closed and P.W-1 is cross-examined and deferred on the prayer of the Ld. Advocate for the accused persons.

To **07.09.2024** for further cross-examination.

**Later**

Bail petition is filed by the accused persons Kaushik Ganguly and Anjana Ganguly. Ld. Advocate for the complainant files written objection.

Now the record is taken up for plea.

Heard. Considered.

Perused the petition of the complaint and other materials on record.

A prima facie case is made out against the accused person u/s 138 Negotiable Instrument Act, 1881 (as amended up to date) and accordingly the substance of accusation is stated to the accused persons to the effect that "you in discharge of your legal debts and liabilities had issued one **cheque bearing no.000591 dated 28.02.2022, amounting to Rs.20,00,000/-drawn on ICICI Bank, Salt lake Sector 5-CABUS Branch** in favour of the **complainant**. That upon the presentation of the said cheque the same got dishonored with remarks "**Payment Stopped by the Drawer**" and was returned to the complainant by his Banker. That such fact was intimated to you vide a demand notice issued by the Ld. Advocate for the complainant calling upon you thereby to pay back the cheque amount within 15 days of received of the said notice and you even after received of such notice failed to pay back the said amount and you thereby committed an offence u/s 138 of the Negotiable Instruments Act, 1881 ( as amended up to date ) to which **the accused** pleaded not guilty by saying 'ami nirdosh' and claimed to be tried.

**Now the record is taken up for hearing of the bail petition is filed by the accused persons.**

Ld. Advocate for the complainant by filing the written objection raised vehement objection against the bail petition.

Heard the Ld. Advocates for both the parties. Perused the petition for bail and other materials on record. Considered.

Bail is prayed for on the grounds stated therein. Accused stated that he is willing to pay the amount if enlarged on bail. Accused had in the past repeatedly flouted the order of the Court for appearance. Warrants to secure his presence returned unactioned as he was untraceable at his recorded address since 11.07.2023 and was absent before the Court without steps on several occasions after being enlarged on bail leading to repeated issuance of warrant. In other words, accused has shown utter lack of respect and rank disregard for the process of the law on repeated occasions. Helplessness of the enforcement agencies are found recorded in the orders dated 20.11.2023, 14.12.2023, 15.01.2024, 22.01.2024, 07.03.2024 and 07.05.2024 as per the reports of the P.S. There is accordingly no credibility of the prayer and submission of the accused before the Court in view of his past conduct.

***The Hon'ble High Court, Calcutta in CRR 2873 of 2023 dated 10.08.23 has directed this court for ensuring employment of harsher means permissible under law for securing the presence of the accused before this Court.***

***On 25.09.2023 as per the direction of the Hon'ble High Court, Calcutta in CRR 2873 of 2023 dated 10.08.23 this Court had heard the petition of the complainant under Section 143A of the NI Act. The said petition was allowed directing the the accused person to deposit an amount of RS.4,00,000/- i.e 20% of the cheque amount before the court within 30 days from the adte of the order failing which the same shall be recovered as per Section 421 of Cr.P.C. No such payment has been made till date.***

There is every apprehension that if the accused is enlarged on bail, at this stage, he would again abscond and that the case shall be left to linger to its fate as it had been. In view of the above

discussion, I am not inclined to enlarge the accused Koushik Ganguly on bail this day. On the other hand, Anjana Ganguly is in custody since 28.08.2024 after having being produced under production warrant. Considering the period of detention and the submission of Ld. Advocate for the accused Anjana Ganguly, I am not inclined to detain the accused further in custody on fulfillment of the following conditions.

Accordingly, accused Anjana Ganguly may find ***interim bail*** upon furnishing bond of ₹20,000/- with one registered surety of ₹10,000/- and one local surety of ₹10,000/-, on condition to report before the Court Inspector, Barrackpore Court on every Friday and shall not leave the jurisdiction this Court without its permission, i.d to J/C.

It shall be the responsibility of the local and registered surety to ensure the attendance of the accused in Court and before its delegate, i.d. necessary proceedings under the law shall be initiated against them

***Prayer for bail stands allowed (for 1 accused) and rejected (for 1 accused) accordingly.***

To **07.09.2024** for production and evidence.

Typed and printed by me,

J.M, 3<sup>rd</sup> Court, Barrackpore

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