



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-07-2026

CORAM

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

CRL OP No. 15176 of 2026

1. Shakila begum
2. Chandhan Bhai Laxmandutt Sharma

..Petitioner(s)

Vs

The Inspector of Police,
R-1 Mambalam Police station,
T.Nagar,
Chennai-600 017.

..Respondent(s)

Prayer:- Criminal Original Petition is filed under Section 482 of BNSS Act, 2023, pleaded to enlarge the petitioners on anticipatory bail in the event of his arrest in Cr.No.213 of 2023 on the file of the respondent Police.

For Petitioner(s):	Mr.L.K.Charles Alexander
For Respondent(s):	Mr.N.Palanivel, Government Advocate (Criminal Side) Mrs.Mythere Chandru Mr.K.Chandru for Intervenor

ORDER

The petitioners apprehend arrest for the alleged offences under Sections 406, 420, 468, 120 B of I.P.C., in Crime No.213 of 2023 on the file of the respondent police seek anticipatory bail.

2. The case of the prosecution is that there are three accused persons in this case, wherein the petitioners are arrayed as A2 and A3, and A1 has already been arrested and released on bail. It is alleged that the petitioners, along with A1 were running a business as Directors of M/s.Vatten Pure India LLP.



Requiring a stockist in Chennai, they approached the de facto complainant and entered into a stockist agreement on 19.04.2017, which was subsequently modified on 01.09.2017. Thereafter, during March 2020, the petitioners again approached the de-facto complainant to wind up their business operations. The de-facto complainant lodged the present complaint alleging that based on the agreement, the petitioners cheated him by failing to pay the employees' salaries and the value of the stocks.

3.The learned counsel for the petitioners submitted that even for the argument sake, if he construed the First Information Report averment it only discloses civil nature of proceedings, as the entire case against the petitioners is based on a commercial agreement between the parties. He further contended that A1 has already been enlarged on bail. Since, the occurrence took place in the year 2023, the custodial interrogation of the petitioners is not required. Hence, he prays to grant anticipatory bail to the petitioners.

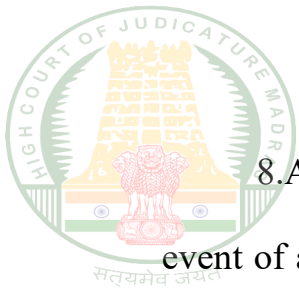
4.Per contra, the said contention was totally objected by the learned counsel for the intervenor that the petitioners cheated the defacto-complainant to the tune of Rs.48,00,000/-. He further argued that the petitioners removed the stocks and they also violated the terms and conditions of the agreement. Therefore, if the petitioners are enlarged on anticipatory bail, it would be extremely difficult for the defacto-complainant to recover his money and find out the layering of the money.



5. The learned Government Advocate (Criminal Side) appearing for the respondent police reiterated the intervenor's contention and opposed the grant of anticipatory bail to the petitioners.

6. I have given my anxious consideration to the submissions made by the learned counsel on either side and perused the materials available on record.

7. Looking into the factual position, the petitioners and the defacto-complainant have been engaged in business transactions since 2017 – 2018. A dispute subsequently erupted between them and a complaint was registered in the year 2023. The allegation of the defacto-complainant is that the petitioners failed to return the stocks and did not comply with the agreement, thereby causing a loss to the tune of Rs.48,00,000/-. Though such allegations have been made, as rightly contended by the learned counsel for the petitioners, the entire transaction arose out of business dealings between the parties. Therefore, a dispute of a civil nature exists between the parties. Apart from that, since the occurrence took place in the year 2023, this Court is of the firm view that the custodial interrogation of the petitioners is not necessary at this juncture. Hence, this Court is inclined to grant anticipatory bail to the petitioners, subject to certain conditions



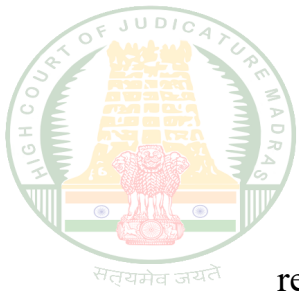
8. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen (15) days from the date on which the order copy is made ready, before the **learned XVII Metropolitan Magistrate, Saidapet**, on condition that **the petitioners shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) each, with two sureties each**, for a like sum to the satisfaction of the learned Magistrate concerned, and on further conditions:

(a) If the petitioners fails to surrender before the concerned learned Magistrate within a period of fifteen (15) days from the date of receipt of a copy of this order, this order shall stand automatically cancelled;

(b) The sureties shall affix their photographs and left thumb impression in the application for surety ship (Judicial Form No.46 annexed to 'The Criminal Rules of Practice, 2019']. The learned Magistrate shall obtain a copy of any one of identify proofs to ensure their identity;

(c) The petitioners shall report before the respondent Police daily at 10.30 a.m. for a period of two weeks; thereafter as and when required for interrogation;

(d) On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate actions against the petitioners in accordance with law as if the conditions have been imposed and the petitioners released on anticipatory bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in *P.K.Shaji v. State of Kerala [(2005) AIR SCW 5560]*;



(e) If the petitioners thereafter absconds, a fresh FIR can be registered under Section 269 of BNS Act.

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To

1.XVII Metropolitan Magistrate, Saidapet.

2.The Inspector of Police,
R-1 Mambalam Police station,
T.Nagar,
Chennai-600 017.

3.The Public Prosecutor
High Court of Madras.



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C.KUMARAPPAN, J.

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