



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Wednesday, the Twenty Fifth day of February Two Thousand Fifteen

PRESENT

THE HON`BLE MR JUSTICE P.N.PRAKASH

CRL OP(MD) No.1635 of 2015

MANOJKUMAR

... PETITIONER / A4

Vs

THE INSPECTOR OF POLICE
CITY CRIME RBANCH, MADURAI.
CR.NO.10/2015.

... RESPONDENT / COMPLAINANT

For Petitioner : M/S.ANTONY S.PRABHAKAR Advocate

For Respondent : Mr.A.P.Balasubramanian, Govt. Advocate (Crl. Side)

PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

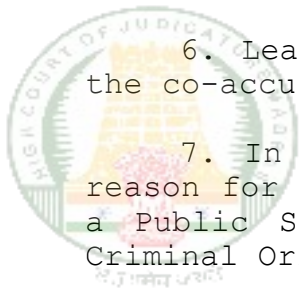
The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 403, 420 and 120(b) IPC in Crime No.10 of 2015 on the file of the respondent police, seeks anticipatory bail.

2. Heard the learned counsel for the petitioner and the learned Government Advocate (Crl.Side) appearing for the State.

3. The defacto complainant in this case is the Manager of Central Bank of India, Vasantha Nagar Branch, Madurai. This petitioner is a partner in Sri Simma Vahini Motors Limited, which has a dealership for selling various HM Winner Vehicles. One Ramar, Venkatesan and Mansur had applied for vehicle loans with the defacto complainant's Bank for purchase of HM Winner Vehicles based on the invoices given by this petitioner. Margin money was also paid to the Bank by the alleged purchasers and the Bank also sanctioned the loan and credited the same into the account of Sri Simma Vahini Motors Limited. Thereafter, this petitioner did not supply the vehicle, but has paid the money given as loan by the Bank to the said three persons.

4. Learned counsel for the petitioner submitted that those three persons had cancelled the purchase order and that is the reason why this petitioner returned the amount to them.

5. The Hire Purchase Agreement is a tripartite agreement between the Bank, the Seller and the Purchaser and therefore, the petitioner, being a service user of the vehicle, cannot return the money to the purchasers, on the ground that they have cancelled the order.



6. Learned counsel for the petitioner further submitted that one of the co-accused in this case was granted bail by the Court below.

7. In the considered opinion of this Court, that cannot be a good reason for granting anticipatory bail to this petitioner, who had cheated a Public Sector Bank in collusion with the other accused. Hence, the Criminal Original Petition stands dismissed.

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sd/-
25/02/2015

/ TRUE COPY /

Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

TO

- 1 THE INSPECTOR OF POLICE
CITY CRIME RBANCH, MADURAI. CR.NO.10/2015.
- 2 THE ADDITIONAL PUBLIC PROSECUTOR
MADURAI BENCH OF MADRAS HIGH COURT,MADURAI.

Sm:02.03.2015:2P/3C

ORDER
IN
CRL OP(MD) No.1635 of 2015
Date :25/02/2015