



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

Thursday, the Twenty Second day of January Two Thousand Fifteen

PRESENT

The Hon`ble Mr Justice P.N.PRAKASH

CRL OP(MD) No.20791 & 20792 of 2014

SUNDARARAJAN

... PETITIONER/ ACCUSED NO.1 IN
CRL.OP.No.20791/2015

GEORGE

... PETITIONER/ ACCUSED IN
CRL.OP.No.20792/2015

Vs

STATE REP BY THE INSPECTOR OF POLICE
WORAIYUR POLICE STATION,
TRICHY CITY.

CRIME NO.633 OF 2014 ... RESPONDENT/COMPLAINANT IN BOTH CASES

DURAIRAJ

.. INTERVENOR IN BOTH CASES

For Petitioner : M/S.R.GANDHI Advocate

For Respondent : MR. C.RAMESH Govt. Advocate (Crl. Side)

For Intervenor : Mr.V.ILLANCHEZIAN Advocate

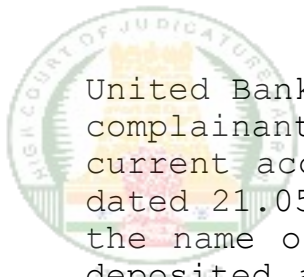
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners, who apprehend arrest at the hands of the respondent police for the alleged offences punishable under Sections 406 and 420 IPC in Crime No.633 of 2014 on the file of the respondent police, seek anticipatory bail.

2. Heard the learned counsel for the petitioners, the learned counsel for the Intervenor and the learned Additional Public Prosecutor appearing for the State.

3. The case of the prosecution is that the land in question belongs to the defacto complainant by name Durairaja and that he had entered into an agreement with Sundararajan (A1) on 23.02.2013 under which he appointed the said Sundararajan to look out for buyers for the land and assured Sundararajan that he will pay commission. Sundararajan paid a sum of Rs.10,00,000/- as advance to the defacto complainant. It is alleged that Sundararajan (A1) / petitioner in Crl.O.P.(MD)No.20791 of 2014 and George (A2) / petitioner in Crl.O.P.(MD)No.20792 of 2014, who is the Manager of



United Bank of India, had entered into an agreement with the defacto complainant (Durairaju) and subsequently cheated him by opening a current account in the Bank and creating a bogus Letter of Mandate dated 21.05.2013, authorizing Sundararajan to operate the account in the name of Durairaj. It is the case of Durairaj that Sundararajan deposited a sum of Rs.22 lakhs in his account and on the same day, he had taken that amount without his knowledge. It is also his contention that the Letter of Mandate is forged one.

4. It is brought to my notice a letter dated 15.06.2013, which was sent by Durairaju to the Branch Manager, United Bank of India, Trichy, wherein he has stated as follows:

"With reference to the above, Please note that I have executed a Mandate on 21.05.2013 authorizing Mr.R.Sundarrajan to Operate my above account.

At present, as I am physically available in the station, I hereby revoke the mandate given to Mr.R.Sundarrajan with immediate effect from 15.06.2013."

However, learned counsel for the Intervenor submits that this letter dated 15.06.2013 is also a forged letter.

5. Learned counsel for the petitioners brought to my notice that the petitioners have issued a legal notice dated 02.08.2013 through an Advocate Mr.D.V.Veerasamy to the defacto complainant that that he has gone back upon the agreement dated 23.02.2013.

6. In response to this, learned counsel for the Intervenor would submit that the defacto complainant also sent a reply notice through an Advocate Mr.M.Muthusamy dated 05.08.2013.

7. It is seen that in the reply notice dated 05.08.2013, there is absolutely no whisper about the allegation that Sundararajan had fabricated the Letter of Mandate and also the letter dated 15.06.2013. Therefore, I am unable to persuade myself with the contention of the learned counsel for the Intervenor that the Letter of Mandate and the letter dated 15.06.2013 were fabricated by these petitioners. The entire transaction appears to be a fall out of civil dispute in respect of sharing of profits in sale of lands.

8. Under such circumstances, I am inclined to grant anticipatory bail to the petitioners. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.IV, Trichy, on condition that each of the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees ten thousand only) with two sureties each for a like sum to the satisfaction of the respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:



[a] the petitioners shall report before the respondent police as and when required for interrogation.

[b] the petitioners shall not tamper with evidence or witness either during investigation or trial.

[c] the petitioners shall not abscond either during investigation or trial.

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

sd/-

22/01/2015

/ TRUE COPY /

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

TO

- 1 THE JUDICIAL MAGISTRATE NO.IV,TRICHY
- 2 THE CHIEF JUDICIAL MAGISTRATE,TRICHY
- 3 THE INSPECTOR OF POLICE,WORAIYUR POLICE STATION,
TRICHY CITY.
- 4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,MADURAI.

+1. CC to M/S.R.GANDHI Advocate SR.No.3233

+2cc to Mr.V.ILLANCHEZIAN,Advocate Sr.No. 3025,3026

ORDER

IN

CRL OP(MD) No.20791 of 2014

Date :22/01/2015

AA/30.01.2015/3p- 8c/