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

Monday, the Seventeenth day of August Two Thousand Fifteen

PRESENT

The Hon`ble Mr Justice K.KALYANASUNDARAM

CRL OP(MD) No.7517 of 2015

S.P. SIRANJEEVI PRABHU ... PETITIONER/ACCUSED-1

N.RAMACHANDRAN ... INTERVENOR

Vs

THE STATE REPRESENTED BY
THE INSPECTOR OF POLICE
KENI KARAI POLICE STATION, KENI KARAI,
RAMNAD,
(REF CRIME NO.165 OF 2015). ... RESPONDENT / COMPLAINANT

For Petitioner : M/S.D.SATHYARAJ Advocate
For Respondent : M/S.S.PRBAHA, Govt. Advocate (Crl. Side)
For Intervenor : M/S.M.JEGADEESH PANDIAN, Advocate

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

ORDER : The Court Made the following order :-

The petitioner, who is arrayed as A1 apprehends arrest at the hands of the respondent police for the alleged offences punishable under sections 147, 294(b), 406, 420, 120(b) and 506(ii) of IPC r/w section 4 of Tamil Nadu Prohibition of Women Harassment Act 1998, in Crime No.165 of 2015 on the file of the respondent police and hence, seeks anticipatory bail.

2.The case of the prosecution is that the de-facto complainant had availed two vehicle loans from the HDFC Bank, Madurai to purchase JCB bearing registration Nos.TN-65-P-3476 and TN-65-R-2529 and on 10.12.2014, when the de-facto complainant was away from his house, A1 had sent henchmen to the house of the de-facto complainant for recovery of the dues, due to delay in the payment of instalment. For which, a criminal complaint was given on 12.12.2014 and thereafter, the de-facto complainant arranged re-finance as instructed by A1 with Sri Ram Transport Finance Company on the assurance that on payment of dues for the vehicle bearing registration No.TN-65-P-3476, the de-facto complainant would give NOC.

3.It is further case of the prosecution that one Prakash, who is an employee of HDFC Bank received a cheque for Rs.8,24,395/- from the de-facto complainant towards full and final settlement for the loan availed for the vehicle bearing registration No.TN-65-P-3476 and also collected the original RC Book for the vehicle bearing registration No.TN-65-R-2529 and thereafter, refused to give NOC.

4.The learned counsel for the petitioner submitted that the petitioner is working as Manager in the HDFC Bank, Madurai, where the de-facto complainant has availed loan to purchase two vehicles; that on 24.12.2014, the de-facto complainant came to the office of the petitioner to settle his loan account pertaining to the vehicle bearing registration No.TN65-P-3476 on or before 25.12.2014 and for the vehicle bearing registration No.TN-65-R-2529 on or before 15.03.2015 and accordingly, he also gave a letter to that effect.

5.The learned counsel further submitted that the petitioner had not sent any person to the house of the de-facto complainant on 10.12.2014 to collect the dues and on 24.12.2014, the de-facto complainant has agreed to withdraw the complaint given by him on 12.12.2014 stating that the dispute between the Bank and him was already settled. It is further submitted that the petitioner has never agreed to give NOC at the time of clearance of the loan for the vehicle bearing registration No.TN-65-P-3476, as the bank has right of lien for the non payment of loan amount in respect of the another vehicle bearing registration No.TN-65-R-2529.

6.It is further submitted that the de-facto complainant issued a notice to the petitioner on 07.02.2015 through his Advocate for issuance of NOC and it was properly replied by the Bank on 11.05.2015 and subsequently, after exchange of notices, the present complaint was filed.

7.Mr.M.Jegadeesh Pandian, learned counsel appearing for the intervenor vehemently opposed granting of anticipatory bail to the petitioner contending that Sri Ram Transport Finance Company had issued a cheque in favour of HDFC Bank for Rs.8,24,395/- on the assurance given by A1 that they will issue NOC for clearance of the loan in respect of the vehicle bearing registration No.TN-65-P-3476 and that due to non issuance of NOC, the intervenor has no hold to recover the huge amount from the de-facto complainant. The learned counsel further submitted that the amount of Rs.,8,24,395/- was not paid by the de-facto complainant and the entire money belongs to the intervenor, namely Sri Ram Transport Finance Company and the petitioner/A1, by making false representation, has committed fraud and therefore, the petitioner is not entitled for anticipatory bail.

8.Heard the learned Government Advocate (Criminal side) appearing for the respondent.

9.Considering the the above facts, this court is inclined to grant anticipatory bail to the petitioner with certain conditions.

10.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance before the learned Judicial Magistrate No.II, Ramanathapuram and on his executing 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 learned Magistrate concerned and on further condition that petitioner appear before the respondent police daily at 10.00 a.m until further orders. The petitioner shall comply with the condition stipulated under Section 438 Cr.P.C. Scrupulously.

11.The petitioner shall appear before the concerned Magistrate within a period of 15 days from the date on which the order copy made ready, failing which, the petition for anticipatory bail stands dismissed.

sd/-
17/08/2015

/ TRUE COPY /

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

TO

1.THE JUDICIAL MAGISTRATE NO.II
RAMANTHAPURAM

2.DO THROUGH THE CHIEF JUDICIAL MAGISTRATE
RAMANATHAPURAM DISTRICT

3.THE INSPECTOR OF POLICE
KENI KARAI POLICE STATION, KENI KARAI,
RAMNAD,

4.THE ADDL.PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+One cc to M/s.D.Sathiyaraj, Advocate, SR.No.47037

RL/6 C- 25/8/2015

ORDER
IN
CRL OP(MD) No.7517 of 2015
Date :17/08/2015