



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

Tuesday, the Eleventh day of December Two Thousand and Eighteen

WEB COPY

PRESENT

The Hon`ble Mr.Justice M.NIRMAL KUMAR

CRL OP(MD) No.16669 of 2018

ANTONY KANIKKAIRAJ ... PETITIONER / ACCUSED (RANK NOT KNOWN)

Vs

THE STATE BY,
THE INSPECTOR OF POLICE
KARAIKUDI NORTH POLICE STATION,
SIVAGANGAI DISTRICT.

(*)CRIME NO.372 OF 2018

... RESPONDENT / COMPLAINANT

For Petitioner : Mr.D.VENKATESH Advocate

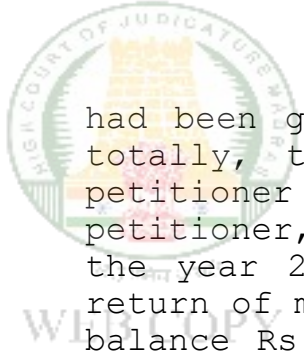
For Respondent : Mr.S.CHANDRASEKAR, Additional Public Prosecutor.

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

ORDER : The Court Made the following order :-

The petitioner/accused, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections **(*)420, 294(b) and 506(i) of IPC.**, in **(*)Crime No.372 of 2018**, seeks anticipatory bail.

2. The case of the prosecution is that petitioner is a practising Siddha doctor at Karaikudi. One Shanmuganathan, working as warden in the Government Backward People Welfare Hostel, Karaikudi got acquaintance with the petitioner. During the year 2015, the defacto complainant tried to get M.D seat in Siddha for his daughter-in-law. At that time, the said Shanmuganathan claimed that he had good contacts with the Secretariat and he would get M.D seat in Siddha. Thereafter, the defacto complainant viz., Devaraj came and contacted the petitioner through one Amalan, for getting medical seat, for which, the petitioner demanded a sum of Rs.45,00,000/-. On availing a loan of Rs.15,00,000/- from RBL Bank, the defacto complainant transferred a sum of Rs.10,00,000/- to the Karaikudi bank account of petitioner through RTGS on 23.11.2015. Thereafter, the petitioner gave an application for studying MBBS course to the defacto complainant and instructed him to come to Thamirabarani lodge at Chepakam, Chennai. The defacto complainant



had been gone to the said lodge along with Rs.15,00,000/-. Thus, totally, the defacto complainant had paid Rs.25,00,000/- to the petitioner for getting medical seat. But as assured by the petitioner, medical seat could not be secured and the admission for the year 2016 was over. When the defacto complainant asked for return of money, Rs.8,00,000/- has been repaid by the petitioner and balance Rs.17,00,000/- has to be repaid by the petitioner. Hence, he had given this complaint.

3. The learned counsel appearing for the petitioner would submit that the petitioner being a Siddha doctor and having practice in Karaikudi, he had been targeted. The petitioner admits that he had received only Rs.10,00,000/- in his ICICI Bank Account, Karaikudi Branch on 22.08.2015. Since medical seat could not be secured, on 24.03.2016, a sum of Rs.6,50,000/- and on 30.03.2016, a sum of Rs.1,50,000/- and on 10.06.2016, a sum of Rs.2,00,000/- have been sent back to the account from where the amount has been credited i.e the account of the defacto complainant's wife. He further submits that the defacto complainant thereafter had direct contact with one Shanmuganathan, working as Warden in the Government Hostel in Karaikudi and if at all any amount has been paid to him, for which, the petitioner could not be made liable.

4. The learned counsel appearing for the petitioner would further submit that the said Shanmuganathan had issued three cheques to the value of Rs.30,00,000/-, which were not honoured and in fact, the petitioner and his family members had been cheated by the said Shanmuganathan, for which the petitioner had preferred a complaint on 11.09.2018 against the said Shanmuganathan, much before the registration of this case for cheating the petitioner and others. He would further submit that yet another case has been registered against the said Shanmuganathan in Cr.No.363 of 2018 on 06.09.2018 by the respondent police on the complaint of one Peter for offences of similar nature. He further submits that the petitioner is ready to co-operate with the investigation. Hence, he prayed that anticipatory bail may be granted to the petitioner.

5. The learned Government Advocate (Crl.Side) appearing for the respondent, on instructions, would submit that the defacto complainant has been cheated to the tune of Rs.17,00,000/-. The petitioner joined together with one Shanmuganathan and cheated the defacto complainant. Further, he admits that the said Shanmuganathan had already been arrested on 09.06.2018 and for this case, he has been formally arrested on 19.09.2018 and hence, he opposed for grant of anticipatory bail to the petitioner.

6. Statement of accounts produced by the petitioner reveals that the petitioner had repaid all the amounts, which he had received. But, the defacto complainant strangely had not given credit to the net amount. According to the defacto complainant, Rs.8,00,000/- has been repaid by the petitioner. In fact, Rs.10,00,000/- has been repaid by the petitioner.



7. Considering the fact that the petitioner has repaid all the amounts which he had received, this Court is inclined to grant anticipatory bail to the petitioner, with certain conditions;

8. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance before the learned Judicial Magistrate, Karaikudi, on condition that 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 learned Magistrate concerned and on further condition that;

[a] if the petitioner fails to surrender before the said Magistrate within a period of fifteen days, this Order shall stand automatically cancelled;

[b] the petitioner shall report before the respondent Police daily at 10.00 a.m for interrogation until further orders;

[c] the petitioner shall not tamper with evidence or witness either during investigation or trial;

[d] the petitioner shall not abscond either during investigation or trial;.

[e] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner 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].

[f] If the accused thereafter abscond, a fresh FIR can be registered under Section 229-A IPC.

sd/-

11/12/2018

**AMENDED AS PER THE ORDER OF HON'BLE COURT
MADE IN CRL.MP(MD)NO.9949/2018 IN
CRL OP(MD)NO.16669/2018 VIDE ORDER
DATED 05.12.2018.**

/ TRUE COPY /

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

TO

1. THE JUDICIAL MAGISTRATE,
<https://hcservices.ecourts.gov.in/hcservices/>
KARAIKUDI.



2.DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
SIVAGANGAI.

3.THE INSPECTOR OF POLICE,
KARAIKUDI NORTH POLICE STATION,
SIVAGANGAI DISTRICT.

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

+1. CC to Mr.D.VENKATESH, Advocate, SR.No.23153.

ORDER

IN

CRL OP (MD) No.16669 of 2018

Date :11/12/2018

RAM/PN-AC/SAR 4/17.12.2018/4P/6C