



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

Wednesday, the Twenty Seventh day of February Two Thousand Nineteen

PRESENT

The Hon`ble Mr.Justice M.DHANDAPANI

CRL MP (MD) No.1090 of 2019

IN

CRL OP (MD) No.21163 of 2018

THE STATE THROUGH
THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH,
THENI DISTRICT
(CR.NO.58/2018)

... PETITIONER/RESPONDENT/
COMPLAINANT

Vs

1 SARAVANAKUMAR

2 VANITHARANI

... RESPONDENTS/PETITIONERS/
ACCUSED Nos. 2 & 3

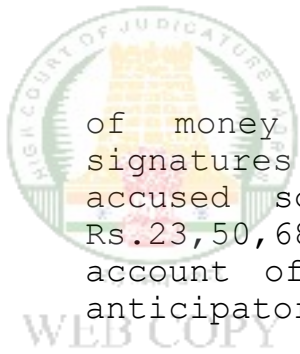
Petition praying that in the circumstances stated therein and in the petition filed therewith the High Court will be pleased to accept the affidavit and cancel the Anticipatory bail granted in Crl.OP(MD)No.21163/2018, dated 08.01.2019.

Order : This petition coming on for orders upon perusing the petition filed in support thereof and upon hearing the arguments of MR.K.SUYAMBULINGA BHARATHI, Government Advocate(Crl. Side) for the petitioner and of MR.R.MOHANASUNDARAM, Advocate on behalf of the Respondents, the court made the following order:-

This petition has been filed to cancel the anticipatory bail granted to the petitioner in Crl.O.P(MD) No. 21163 of 2018

2.The case of the prosecution is that the petitioner along with others had borrowed a sum of Rs.1,18,00,000/- from the defacto complainant for the purpose of installation of dairy farm and thereafter, they failed to do so and therefore the defacto complainant filed a complaint before the respondent police.

3.The learned Government Advocate(Crl.Side) appearing for the State would submit that the respondents/ A1 and A2 are husband and wife, further A2 is the land owner and he provided money to start the business in the name of A1 and he arranged all documents in favour of A1 and showed him company owner and borrowed a huge sum



of money as loan and the respondents/A2 and A3 herein put their signatures as guarantor. It is the further case that the second accused sold all the machineries to one " Manna Milk to the tune of Rs.23,50,688/- and the sale amount was credited into the bank account of the second accused. Hence prayed for cancellation of anticipatory bail.

4. The petitioner in Crl.O.P (MD) No. 22863 of 18 is borrower and the first and second respondents in Crl.MP (MD) No. 1090 of 2019 Saravanakumar and VanithaRani are guarantors and the respondent with the connivance of A1 sold the machineries to one Manna Health Mix suppressing fact that the property was mortgaged with the defacto complainant, thereby they committed the crime which was suppressed earlier for which cancellation of anticipatory bail application is filed.

5. The learned counsel appearing for the first respondent would submit that he has already deposited Rs.30,00,000/- (Rupees Thirty lakhs) and now without prejudice to his rights and contentions the petitioner in Crl.O.P(MD) No.22863 of 2018 the said Saravanakumar has agreed to deposit another Rs.25,00,000/-

6. Since the first respondent and guarantor Balakrishnand in Crl.M.P No. 1090/19 agreed to pay Rs.25,00,000/-to the defacto complainant bank with a period of six weeks cancellation of bail petition is dismissed.

sd/-
27/02/2019

/ TRUE COPY /

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

TO

1. THE JUDICIAL MAGISTRATE, THENI.
2. DO-THROUGH THE CHIEF JUDICIAL MAGISTRATE,
THENI DISTRICT.
3. THE INSPECTOR OF POLICE,
DISTRICT CRIME BRANCH, THENI DISTRICT.
4. THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.
- +1. C.C. to MR.R.MOHANASUNDARAM, Advocate SR.No.4021

ORDER IN
CRL MP(MD) No.1090 of 2019
IN
CRL OP(MD) No.21163 of 2018
Date :27/02/2019