



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

Monday, the Eleventh day of March Two Thousand Nineteen

PRESENT

The Hon`ble Mr.Justice M.DHANDAPANI

CRL OP (MD) No.3547 of 2019

1.SARAVANAN,
2 RAMALINGAM,
3 KANAGARAJ,

... PETITIONERS / ACCUSED NOS.1 TO 3

Vs

STATE THROUGH
THE INSPECTOR OF POLICE,
BATLAGUNDU POLICE STATION,
DINDIGUL DISTRICT.
(IN CRIME NO.5/2019)

... RESPONDENT / COMPLAINANT

For Petitioners : MR.K.CHENGIZ KHAN Advocate

For Respondent : MR.K.SUYAMBULINGA BHARATHI,
Govt. Advocate (Crl. Side)

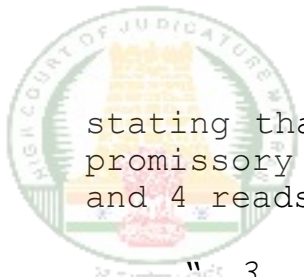
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners who are apprehending arrest at the hands of the respondent police for the alleged offence under Sections 420, 120(b) and 506(i) of IPC, in Cr.No.5 of 2019, on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution is that the defacto complainant entrusted original documents of 35 acres land for arranging loan and after receipt of the said original documents the petitioners neither arranged for loan nor returned the original documents, signed cheques and other records. The petitioners informed that after paying Rs.4,00,000/- they will return all the documents. Hence the complaint.

3.The learned counsel appearing for the petitioners would submit that the petitioners did not commit any offence as alleged by the prosecution and they are innocent persons. He would also submit that the petitioners are money lenders. He would also submit that the defacto complainant had borrowed a sum of Rs.4,00,000/- and the said loan amount was not paid. They have also filed an affidavit



stating that they have not received any documents other than signed promissory notes from the defacto complainant. The relevant para 3 and 4 reads as follows:

"3. I submit that it is our particular case that money transactions between the third petitioner and defacto complainant is true and the third petitioner lend a sum of Rs.4 lakhs to defacto complainant and for the said transaction this third petitioner company received a signed pronote for the said sum. Besides the pronote, we have not received any other documents as alleged in the FIR. Since the defacto complainant has not taken any steps to pay the interest or principal, third petitioner company issued a legal notice dated 22.11.2018 demanding the money unpaid.

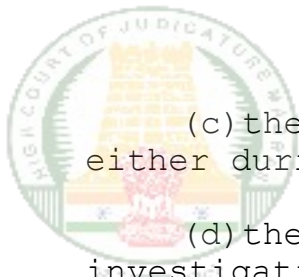
4. I submit that as stated earlier we have not received any documents other than the signed promissory note issued by the defacto complainant. Therefore we hereby undertake that we will not use any documents alleged in the FIR except the Promissory notes for recovery of the arrears kept unpaid incurred by the defacto complainant, as we are not in a possession of any such document except the promissory note. Even if the said documents have considered to be in our possession, we hereby undertakes that we will not use the same or will not create any encumbrance by using those documents, over the property in future".

4.The learned Government Advocate(Crl.side) appearing for the respondent police would submit that in view of the undertaking given by the petitioners, anticipatory bail may be considered.

5.Considering the facts and circumstances and considering the fact that the petitioners have come forward before this Court and stated they will not use the documents and create any encumbrance by using the documents, this Court is 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, Nilakottai, on condition that the petitioners shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand Only) each 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 and the sureties shall affix their photographs and left thumb impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;

(b)the petitioners shall report before the respondent police daily at 10.30a.m until further orders



(c) the petitioners shall not tamper with evidence or witness either during investigation or trial;

(d) the petitioners shall not abscond either during investigation or trial;

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(e) 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]**; and;

(f) if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

sd/-
11/03/2019

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

TO

1. THE JUDICIAL MAGISTRATE,
NILAKOTTAI.

2. DO THRO' THE CHIEF JUDICIAL MAGISTRATE,
DINDIGUL DISTRICT.

3. THE INSPECTOR OF POLICE,
BATLAGUNDU POLICE STATION,
DINDIGUL DISTRICT.

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

+1. CC to MR.K.CHENGIZ KHAN Advocate SR.No.4635

ORDER
IN
CRL OP(MD) No.3547 of 2019
Date : 11/03/2019

AE/PN/SAR-I/13.03.2019/3P/6C