



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

Thursday, the Fourteenth day of February Two Thousand Nineteen

PRESENT

The Hon`ble Mr.Justice M.DHANDAPANI

CRL OP(MD) Nos.672 AND 2307 of 2019

KARUKALAN

... PETITIONER
IN CRL OP(MD) No. 672 of 2019

1. C.SHIVAKUMAR
2. ANUSHA

... PETITIONERS/ACCUSED No. 1 & 2
IN CRL OP(MD) No. 2307 of 2019

Vs

STATE REP. BY,
THE INSPECTOR OF POLICE
SELLUR POLICE STATION,
MADURAI DISTRICT
(CRIME NO.NOT KNOWN OF 2019)

... RESPONDENT
IN CRL OP(MD) No. 672 of 2019

(CRIME NO. 37 OF 2019)

... RESPONDENT /COMPLAINANT
IN CRL OP(MD) No. 2307 of 2019

For Petitioner : MR.K.MANAVALAN, Advocate for
MR.N.BALAKRISHNAN Advocate
IN CRL OP(MD) No. 672 of 2019

MR.K.MANAVALAN, Advocate
IN CRL OP(MD) No. 2307 of 2019

For Respondent : MR.S.CHANDRASEKAR, ADDITIONAL PUBLIC PROSECUTOR
IN BOTH THE PETITIONS

For Intervener : MR.K.NAVANEETHARAJA, Advocate
IN CRL OP(MD) No. 2307 of 2019

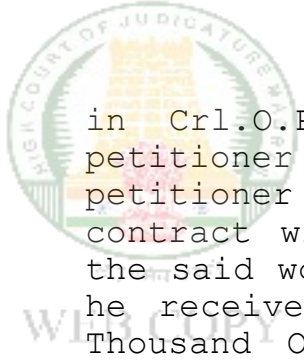
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners, who apprehend arrest at the hands of the respondent police for the alleged offences under Sections 406, 420 and 477 I.P.C. in Cr.No.37 of 2019 on the file of the respondent police, seek anticipatory bail.

<https://hcservices.ecourts.gov.in/hcservices/>

2.It is the case of the prosecution that the first petitioner



in Crl.O.P.(MD)No.2307 of 2019 is the main contractor. The petitioner in Crl.O.P.(MD)No.672 of 2019 is working under the first petitioner in Crl.O.P.(MD)No.2307 of 2019. The first petitioner had contract with the railway department. Thereafter, he handed over the said work to the defacto complainant as sub contract, for which he received a sum of Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand Only) from the defacto complainant. When the defacto complainant came to know that the said contract has been stopped, he demanded the petitioners to pay the amount, which was received from the defacto complainant. But, the petitioners did not repay the same. Hence, the complaint has been lodged.

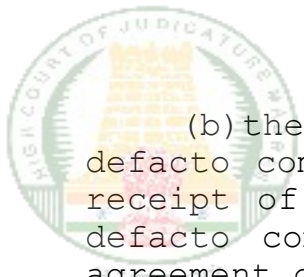
3.The learned counsel appearing for the petitioners would submit that the petitioners did not commit any offence as alleged by the prosecution. The first petitioner in Crl.O.P.(MD)No.2307 of 2019 entered into sub contract with the defacto complainant. However, due to inefficiency of the defacto complainant, the said contract was cancelled. However, subsequently, the petitioner had entered into an agreement of settlement with the defacto complainant for an amount of Rs.4,80,000/-. Accordingly, he paid a sum of Rs.1,00,000/- and issued two post dated cheques for the amount of Rs.1,50,000/- and Rs.2,30,000/-. However, he on instructions would submit that the petitioners are ready to pay outstanding sum of Rs.3,80,000/- to the defacto complainant, within a period of six weeks from the date of receipt of a copy of this order.

4.The learned counsel appearing for the intervenor also conceded the request made by the learned counsel appearing the petitioners.

5.The learned Government Advocate (Crl.Side) appearing for the respondent State would submit that in view of the compromise entered in between the parties, this Court may pass appropriate orders.

6.Considering the facts and circumstances of the case and considering the fact that the petitioners pay a sum of Rs.3,80,000/- to the defacto complainant, 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 six weeks from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.II, Madurai, 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 learned Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;



(b) the petitioners shall pay a sum of Rs.3,80,000/- to the defacto complainant, within a period of six weeks from the date of receipt of a copy of this order. On such payment being made, the defacto complainant has to hand over the dishonoured cheques and agreement of settlement to the petitioners;

(c) the petitioners shall report before the respondent police as and when required for interrogation;

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

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

(f) 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 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;

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

sd/-

14/02/2019

/ TRUE COPY /

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

TO

1 THE JUDICIAL MAGISTRATE NO II
MADURAI

2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE
MADURAI DISTRICT

3 THE INSPECTOR OF POLICE
SELLUR POLICE STATION, MADURAI DISTRICT

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

+1. CC to MR.K.MANAVALAN Advocate SR.No.3223

ORDER

IN

CRL OP(MD) Nos.672 &
2307 of 2019

Date :14/02/2019