



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

Thursday, the Fourteenth day of February Two Thousand Nineteen

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PRESENT

The Hon`ble Mr.Justice M.DHANDAPANI

CRL OP(MD) No.21072 of 2018

1 S. SRIDHAR

2 S. RAMASUBRAMANIAN @ RAVI

... PETITIONERS/ACCUSED

RANK NOT KNOWN

Vs

1 THE ASSISTANT COMMISSIONER OF POLICE,
CITY CRIME BRANCH, TRICHY CITY,
TRICHY.

2 THE INSPECTOR OF POLICE
CITY CRIME BRANCH,
TRICHY CITY.

IN CRIME NO. 47 OF 2018

... COMPLAINANT/RESPONDENTS

For Petitioners : MR.T.LAJAPATHI ROY, Advocate

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

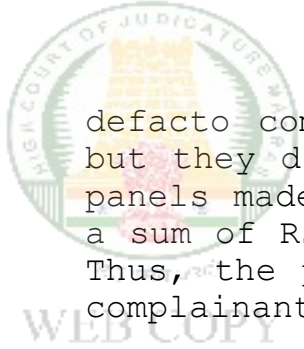
For intervenor : MR.G.INNISAI, Advocate

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 465, 468, 471, 406, 420 and 506(i) I.P.C. in Cr.No.47 of 2018 on the file of the respondent police, seek anticipatory bail.

2.It is the case of the prosecution that the defacto complainant's firm, namely, Sankar Abodes is carrying real estate business at Trichy and he engaged the petitioner's company to put up 2 Mega Watt (2MW) solar power generation unit at his land in Hiraniyamangalam and Sivayam Village in Kulithalai Taluk, Karur District. Thereafter, the defacto complainant's firm and the petitioner's company entered into an agreement dated 10.02.2017 and he agreed to pay a sum of Rs.11 Crores for setting up the solar power unit. The petitioners received a sum of Rs.3 Crore from the



defacto complainant to import solar panels from foreign countries, but they did not supply the solar panels. The non-supply of solar panels made as per the agreement, the defacto complainant has spent a sum of Rs.14 Crores to finalize the project with other companies. Thus, the petitioners cheated a sum of RS.3 Crore from the defacto complainant. Hence, this 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. Initially the contract entered into between the parties is worth about Rs.11.4 Crores, thereafter, entire solar panels and other machineries were erected in the land of the defacto complainant worth about Rs.8.4 Crores. However, without going into the merits of the case, on instructions, he submitted that in order to facilitate the investigation and prove their *bona fide*, without prejudice to their rights the petitioners are ready to furnish a bank credit to the tune of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) in Crime No.47 of 2018.

4.The learned Senior Counsel appearing for the defacto complainant also conceded the request made by the learned counsel for 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 themselves come forward to furnish bank guarantee worth about Rs.75,00,000/- in Crime No.47 of 2018, 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 No.I, Trichy, 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 furnish the bank guarantee for a sum of Rs.75,00,000/- in Crime No.47 of 2018 within a period of two weeks from the date of receipt of a copy of this order;

(c)the first petitioner shall report before the respondent police daily at 10.30 a.m., for a period of two weeks and thereafter, as and when required for interrogation and the second



petitioner 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

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

TO

- 1 THE JUDICIAL MAGISTRATE NO.I, TRICHY
- 2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE, TRICHY
- 3 THE ASSISTANT COMMISSIONER OF POLICE,
CITY CRIME BRANCH, TRICHY CITY, TRICHY
- 4 THE INSPECTOR OF POLICE
CITY CRIME BRANCH, TRICHY CITY.
- 5 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to MR.T.LAJAPATHI ROY, Advocate SR.No.3323

ORDER
IN
CRL OP(MD) No.21072 of 2018
Date :14/02/2019