



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

Date : 20/08/2019

WEB COPY

PRESENT

The Hon`ble Mr.Justice P.RAJAMANICKAM

CRL OP(MD). No.9717 of 2019

S.Thangavel

... Petitioner/Accused
Rank Not Known

Vs

The State Rep.by
The Inspector of Police,
Sellur Police Station,
Madurai District.
Crime No. Not known 2019.

... Respondent/Complainant

For Petitioner : M/s.D.S.Haroon Rasheed, Advocate.

For Respondent : Mr.V.Neelakandan, Additional Public Prosecutor

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

PRAYER :-

For Anticipatory Bail in Crime No.Not known of 2019 on the
file of the Respondent Police

ORDER : The Court Made the following order :-

The petitioner, who apprehends arrest at the hands of the
respondent police for the offences punishable under Sections 406 and
420 of IPC in Crime No.Not known of 2019, seeks anticipatory bail.

2.As per the order passed by this Court dated 16.07.2019, the
matter has been referred to the Mediation. The parties appeared
before the Mediation and Conciliation Centre of this Court and the
Mediator has sent a report as follows;

1.Disputes and differences had arisen between the parties
hereto and Crl.O.P.(MD).No.9717 of 2019 was filed on 05.07.2019
before Hon'ble High Court.

2.The Matter was referred to mediation/conciliation vide an
order dated 16.07.2019 passed by The Hon'ble MR. JUSTICE
P.RAJAMANICKAM.

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



3.The parties agreed that Mr.M.Ashok Kumar would act as their Mediator.

4.A meeting was held and during the process of Mediation/Conciliation on 24.07.2019 and all the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5.The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this settlement agreement in the presence of the Mediator.

6.The following settlement has been arrived at between the parties hereto:

(i)It is agreed between the parties that the petitioner shall pay Rs.1,50,000/- (Rupees Only Lakh and Fifty Thousand Only) to the defacto complainant within four months from today(i.e) on or before 25/11/2019.

(ii)It is agreed that on payment of the above said amount the defacto complainant agrees not to prosecute the matter any further.

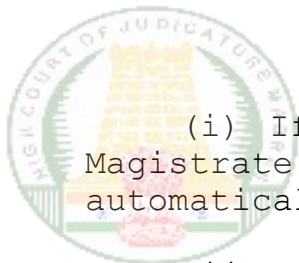
(iii)It is agreed that on such payment the defacto complainant shall return the R.C.Book for the vehicle bearing Registration No.TN 58 AX 7863.

(iv)it is agreed that if the payment is not made within the stipulated time the Defacto complainant namely S.Pitchaimani is at liberty to take any action against the petitioner.

7.By signing this Agreement all the parties hereto state that they have no further claims or demands against each other with respect to Crl.O.P.(MD).No.9717 of 2019 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation/Mediation.

3.Considering the aforesaid settlement, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

4.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrat-II, Madurai District, 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 respondent Police or to the Police Officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:



(i) If the petitioner fails to surrender before the concerned Magistrate within a period of 15 days, this order shall stand automatically cancelled.

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

(iii) the petitioner shall not tamper with evidence or witness either during investigation or trial.

(iv) the petitioner shall not abscond either during investigation or trial.

(v) 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].

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

sd/-
20/08/2019

/ TRUE COPY /

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

TO

- 1.THE JUDICIAL MAGISTRATE NO II, MADURAI DISTRICT.
- 2.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.D.S.HAROON RASHEED Advocate SR.No.13869
+1. CC to Mr.J.SENTHIL KUMAR Advocate SR.No.13895

ORDER
IN
CRL OP(MD) No.9717 of 2019
Date :20/08/2019

vsg
TK/VR/SAR.3/22.08.2019/3P/7C