



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

Date : 02/11/2020

PRESENT

The Hon`ble Mr.Justice G.K.ILANTHIRAIYAN

CRL OP(MD)No.12133 of 2020

Rajamanickam @ Ramesh

... Petitioner/Not Known

Vs

State rep.by,
The Inspector of Police,
All Women Police Station,
Kottai, Trichy City.
In Crime No.Not Known of 2020

... Respondent/Complainant

For Petitioner : Mr.G.Prabhu Rajadurai,
Advocate.

For Respondent : Mr.K.Suyambulinga Bharathi,
Government Advocate (Crl.Side)

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

PRAYER :-

For Anticipatory Bail in Crime No. of 2020 on the file of the Respondent Police.

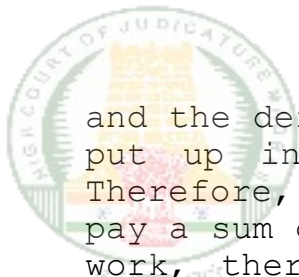
ORDER : The Court made the following order :-

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Section 420 of IPC in crime No.Not Known of 2020 on the file of the respondent police, seeks anticipatory bail.

2. Heard both sides.

3.The case of the prosecution is that the defacto complainant entered into an agreement for consideration with the petitioner to construct a house. At the time of entering agreement, the total amount mentioned as Rs.54,50,000/-. After receipt of entire amount, the accused failed to complete the construction and as such, the defacto complainant was constrained to engage another contractor and paid a sum of Rs.10,00,000/-. Hence, the Complaint.

4.The learned counsel for the petitioner would submit that originally the petitioner was agreed to construct at the cost of Rs.54,50,000/- as per the agreement entered between the petitioner



and the defacto complainant. Subsequently, the petitioner wanted to put up interior works like cupboard, modular kitchens and etc. Therefore, it incurred further expenditures and she also agreed to pay a sum of Rs.70,00,000/-. When the petitioner have completed 99% work, there is a dispute between the petitioner and the defacto complainant in respect of further payment. Therefore, there is absolutely no question of cheating by the petitioner and all the allegations are civil in nature and hence, he would pray for anticipatory bail to the petitioner.

5.The learned Government Advocate(Crl.Side) submitted that defacto complainant entered into an agreement for consideration with the petitioner to construct a house. At the time of entering agreement, the total amount mentioned as Rs.54,50,000/-. After receipt of entire amount, the accused failed to complete the construction and as such, the defacto complainant was constrained to engage another contractor and paid a sum of Rs.10,00,000/- and thereby cheated the defacto complainant.

6.Admittedly, the petitioner is a Contractor and he entered into an agreement with the defacto complainant to construct a house at the cost of Rs.54,50,000/-. Subsequently, the defacto complainant agreed to pay a sum of Rs.10,00,000/- for interior work. After receipt of the entire amount, the petitioner completed 99% work. While that being so, there is a dispute between them in respect of further payment. Therefore, the entire allegations are civil in nature and hence, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

7.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate I, Trichy 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:

(a)the petitioner 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 petitioner shall report before the respondent police as and when required for interrogation.

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



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

(e)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]***; and;

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

sd/-
02/11/2020

/ TRUE COPY /

/ /2020
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

TO

- 1.THE JUDICIAL MAGISTRATE NO.I, TRICHY
 - 2.DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
TRICHY
 - 3.THE INSPECTOR OF POLICE,
ALL WOMEN POLICE STATION, KOTTAI, TRICHY CITY.
 - 4.THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.
- +1. CC to M/S.G.PRABHU RAJADURAI Advocate SR.No.7260

ORDER
IN
CRL OP(MD) No.12133 of 2020
Date :02/11/2020

GNS
PK/AKM/SAR-III/19.11.2020 : 3P/6C

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