



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.07.2021

CORAM:

THE HON'BLE MR.JUSTICE M.DHANDAPANI

Crl.O.P.No.10071 of 2020

Ranga Babu.K

...Petitioner

Vs

1. The Inspector of Police,
Central Crime Branch-II,
EDF-III, Greater Chennai Police,
Vepery, Chennai

...Respondents

2. Kishore Kumar

3. Caroline Kishore

PRAYER: Criminal Original Petition has been filed under Section 439 (2) of Cr.P.C, prayed to cancel the interim anticipatory bail granted on 18.03.220 to the 2nd and 3rd respondents in the above Crl.O.P.No.5624 of 2020.

For Petitioner : Mr.ARL.Sundaresan, Senior counsel
For M/s. AL.Gandhimathi

For R1 : Mr.C.E.Pratap
Government Advocate (Crl side)

For R2 and R3 : Mr.R.C.Paul Kanagaraj

ORDER

This Criminal Original Petition has been filed seeking to cancel the interim anticipatory bail granted on 18.03.2020 to the 2nd and 3rd respondents in Crl.O.P.No.5624 of 2020.

2. The case of the prosecution is that the 2nd respondent is the Managing Trustee of St.John's Raja Kumar Education and Research Trust and the third respondent is the wife of the 2nd respondent and Trustee of St.Johns Raja Kumar Education & Research Trust was running a schools in and out of Chennai. Further, the petitioner/defacto complainant was introduced to the 2nd and 3rd respondents by one Jayakrishnan for the purpose of construction in the year 2014. The further case of the prosecution is that the construction of Auditorium at St.Johns Public School, Lake Bund Road,



Jalladianpet, Chennai, was assigned to the petitioner/defacto complainant. Thereafter, renovation work at St.Johns International Residential School, at Poonamallee was assigned and during the completion of the above project, another construction of work at Siruseri was assigned to the petitioner/defacto complainant by entering a Memorandum of Agreement dated 07.12.2016 in which, the entire cost of construction was approximately fixed as Rs.45,00,00,000/- and on the date of agreement an advance amount of Rs.50,00,000/- has been paid. Thereafter, the construction work completed and the 2nd and 3rd respondents have not paid the amount to the petitioner/ defacto complainant. Hence, the complaint was registered.

3. The learned senior counsel appearing for the petitioner submits that the respondents 2 and 3 have not comply with the order dated 18.03.2020. However, he further submits that the petitioner/defacto complainant and the respondents 2 and 3 have entered into a Memorandum of compromise and submits that the same may be recorded.

4. The learned counsel for the respondents 2 and 3 submits that part of the amount has been paid infavour of the petitioner/defacto complainant. Thereafter, the memorandum of compromise has been entered into between the petitioner and the respondents 2 and 3, dated 13.07.2021 which is extracted hereunder:-

'1 Defacto complainant states that the dispute arose out of a construction agreement dated 07.12.2016 entered into with the petitioners when the petitioners failed to pay amounts of Rs.11,39,98,813/- & Rs.58,00,000/- due and payable by them and when two cheques bearing nos.001073 & 000129 dated 14.12.2018 drawn on HDFC Bank, Velachery Branch for a sum of Rs/.11,39,98,813/- & Rs.58.00,000/- issued by the petitioners in favour of the Defacto complainant were returned with endorsements ''Account Blocked situation covered in 212'' and ''Funds Insufficient''. respectively.

2. Defacto complainant thus lodged a complaint with the Respondent police and the above Crime No.112 of 2019 came to be registered for offence under Sections 406 & 420 of IPC and also filed complaints under Section 138 of the NI Act against the petitioners in C.C.No.664 of 2019 and C.C.No.1769 of 2019 on 09.01.2019 before the Learned Fast Track Court-III, Saidapet.

3. Defacto complainant states that he had filed petition for cancellation of bail in Crl.O.P.No.10071 of 2020 for non-compliance of condition imposed by this Hon'ble Court in its order dated 18.03.2020.



4. Defacto complainant states that upon reconciliation of the accounts and payments received from the petitioners, the sum still payable by the petitioners as on date is Rs.2,98,91,880/- (Rupees Two Crores Ninety Eight Lakhs Ninety One Thousand Eight Hundred and Eighty only).

5. Petitioners stated that in order to amicably settle the above dispute, they undertake to pay a sum of Rs.2,47,00,000/- (Rupees Two Crores Forty Seven Lakhs only) to the defacto complaint's Company, M/s.RCRC Associates, in the form of Demand Draft(s)/RTGS within a period of 3 months from the date of this Memorandum of Compromise, i.e on or before 12.10.2021.

6. Defacto complainant hereby undertake to withdraw the complaints under Section 138 of the NI Act against the petitioners mentioned in CI.2 herein above and also agrees for compromise quash the Crime No.112 of 2019 by recording the present Memorandum of Compromise, upon receipt of the entire sum of Rs.2,47,00,000/- (Rupees Two Crores Forty Seven Lakhs only)

7. Defacto complaint prays that the above Criminal Original Petition may be kept pending for reporting compliance and on full compliance of CI.5 herein above, suitable orders may be passed in the above Criminal Original Petition and Crl.O.P.No.10071 of 2020

5. The learned counsel for the respondents/accused submit that the memorandum of compromise dated 13.07.2021 and the balance amount payable is Rs.2,47,00,000/- and the portion of the amount settled in favour of the petitioner/defacto complainant and the respondents 2 and 3 have to comply with the memorandum of understanding.

6. Considering the facts and circumstances of the case, this Courts directs the respondents/accused to pay a sum of Rs.2,47,00,000/- to the petitioner/defacto complainant within a period of three months from the date of receipt of copy of this order on or before 12.10.2021 failing which the interim anticipatory bail granted by this Court is automatically vacated, without any further orders.



7. With the above directions, this Criminal Original Petition is disposed of.

-sd/-
15/07/2021

WEB COPY

This order, on being produced, be punctually observed and carried into execution by all concerned

TRUE COPY

Sub-Assistant Registrar (Statistics/C.S.)
High Court, Madras - 600 104.

TO

1 THE SPECIAL MAGISTRATE FOR
CCB & CBCID CASES, CHENNAI.

2 THE FAST TRACK COURT,
NO.III, SAIDAPET.

3 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

4 THE INSPECTOR OF POLICE
CENTRAL CRIME BRANCH-II, EDF-III,
GREATER CHENNAI POLICE,
VEPERY, CHENNAI.

CC to M/S. AL.GANTHIMATHI Advocate on payment of necessary charges

CRL OP.10071/2020

Date :15/07/2021

TA-02/08/2021