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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 01.04.2022	Pronounced on : 05.04.2022

Coram::

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

Criminal Original Petition No.6614 of 2022

K.Mohanavannan,
S/o.Killivalavan,
No.10/4, Nethaji Street,
Chennimalai,
Erode - 638 051. ... Petitioner/Accused

/versus/

State Rep.by,
The Inspector of Police,
Chennimalai Police Station,
Chennimalai,
Erode District.
(Crime No.69/2022) ... Respondent/Complainant

Prayer: This Criminal Original Petition is filed under Section 438 of Cr.P.C., pleased to enlarge the petitioner on anticipatory bail in the event of his arrest in Cr.No.69 of 2022 on the file of the Inspector of Police, Chennimalai Police Station, Chennimalai, Erode District.

For Petitioner : Mr.C.Prakasam

For Respondent : Mr.S.Santhosh,
Government Advocate (Crl.Side)

O R D E R

The petitioner, who apprehend arrest for the offences punishable under Section 420 of I.P.C., in Crime No.69 of 2022, on the file of the respondent police.

2. On receipt of complaint received through e-mail from a businessman at Srilanka, the respondent police has registered case in Crime No.69/2022 under Section 420 I.P.C., against the petitioner herein. Apprehending arrest for the said complaint of financial fraud, the petitioner is before this Court for Anticipatory Bail.

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

3. According to the F.I.R which was registered on 11/03/2022, the defacto complainant is dealer in textiles running business in the name M/s.Hamel Lanka (Pvt) Ltd in Sri Lanka. One Mohammed Saleem of Srilanka introduced Mohanavannan (petitioner herein) to the defacto complainant. Mohanavannan promised to arrange necessary requirements, provided the defacto complainant deposit the money in advance. The defacto complainant through his brother Mohammed Aseem Abdul Ashraf deposited Rs.41,00,432/- and asked Mohanavanan to send the textile material. Till date, he has not shipped the material.

4. The Learned Counsel for the petitioner stated that, the petitioner did not receive any money from the defacto complainant directly. The petitioner and Mohammed Saleem are business partners. On 01/04/2021, Mohammed Saleem purchased textile materials from the petitioner to a tune of Rs.18,37,280/- After receipt of the goods, the said Mohammed Saleem did not settle the dues. He accept to pay the due with interest but till 19/01/2022 he evaded to pay the bill amount with interest which comes to around Rs.21,02,754/-. When the petitioner demanded the money, Mohammed Saleem promised to settle the due through his friend and introduced the defacto complainant to the petitioner. In the said meeting, the defacto complainant agreed to settle the dues of Mohammed Saleem. Accordingly, the petitioner had received Rs.19,22,092/- from SAHDA ZAID SOUD RECRUITING OFFICE KUWAIT and Rs.2,43,361.75 from one KALYANI GANGODAGMACHCHGE KUWAIT on behalf of Mohammed Saleem. To get back the said amount, defacto complainant and Mohammed Saleem had given this complaint as if the petitioner cheated the defacto complainant.

5. The Learned counsel for the petitioner circulated certain shipping bills and whatsapp conversation to emphasis that the petitioner is an innocent trader in India. His partner Mohammed Saleem, a trader in Srilanka, with the help of the defacto complainant has fabricated the false complaint.

6. The Learned Government Advocate (Crl.Side) for the state opposing the anticipatory bail petition has filed counter stating that, the investigation so far conducted reveals that the petitioner is not a business partner of the said Mohammed Saleem. When the defacto complainant came to India along with Mohammed Saleem to purchase textile materials, they contacted the petitioner and believing his words that he can arrange for required textile materials transferred a total sum of 41,00,0432/- INR into the account of the petitioner as instructed by the petitioner. After withdrawing the money so deposited, the petitioner instead of shipping the materials, evading supply. The investigation, further indicates that, the petitioner is in the habit of cheating many persons in the textile field adopting the same modus operandi. If the petitioner is let out on bail at this juncture, there is every possibility of hampering the investigation.

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7. This Court, on perusing the documents produced by the Learned Counsel for the petitioner and the Government Advocate (Crl.Side), find that, the petitioner has received at total sum of Rs.41,00,432/- on 10 different dates from different persons. He admits the receipt of the money. His defence is that, this money was paid to him for the due payable by one Mohammed Saleem. To substantiate this claim, certain whatsapp conversation alleged to have been transpired between the said Saleem and the petitioner is relied. That apart, to show it is a civil transaction, certain shipping bills also shown to this Court.

8. On perusal of the whatsapp conversation, this Court finds these conversations are between 28th October 2021 to 23rd November 2021. Further, his own documents show that on 11.01.2022 and 21.01.2022, the said Mohammed Saleem had transferred Rs.2 lakhs each into the account of LD Silk Mills. Therefore, if at all anything payable by Saleem to the petitioner as per the whatsapp conversation, same has been paid by Saleem on 11th and 21st of January 2022. Therefore, the defence that the said Saleem through the defacto complainant has filed false complaint has no legs to stand.

9. Further, the Learned Counsel for the petitioner admittedly stated that, he did not receive any money from the defacto complainant, therefore the complaint is unsustainable. The complaint itself explains why money was paid through the brother of the defacto complainant and others. Therefore, when the petitioner admits the receipt of around Rs.41 Lakhs and could not give any satisfactory explanation for the receipt of the money from Kuwait and Omen, he is bound to be interrogated by taking into custody.

10. Their money as INR has come from foreign Country and when the petitioner counsel was asked to produce shipping bill to show that goods worth Rs.41 Lakhs was sold to whom he received money from foreign, the petitioner's Counsel was able to show only a certificate of amendment issued by the Customs Department in respect of transaction took place in the year 2016-17. An attempt has been made to convince this Court by showing bills of the year 2016 as if the money received in the month of January 2022 is for the goods delivered in the year 2017.

11. On perusing those documents, this Court finds that those shipping bills/invoices are raised in the name of West Wood Holdings Pvt Ltd, Srilanka later amended to M.T.Global Networks (Pvt) Ltd. Neither the defacto complainant nor the person who transferred money to the petitioner during the month of January 2022 are parties to these transactions.

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12. Hence, as submitted by the prosecution, the money received by the petitioner from foreign account for no goods supplied is bound to examined and investigated in depth. For the said purpose, the custodial interrogation of the petitioner is necessary. Therefore, the petition for anticipatory bail is dismissed.

-sd/-
05/04/2022

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

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

TO

1 THE INSPCETOR OF POLICE
CHENNIMALAI POLICE SATION,
CHENNIMALAI
ERODE DISTRCT.

2 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

3 THE SECTION OFFICER,
V.R.SECTION,
HIGH COURT, MADRAS.

+1 CC to M/S. C.PRAKASAM Advocate on payment of necessary charges SR.NO. 5318

CRL OP.6614/2022

Date :05/04/2022

RW 08/04/2022

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