



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Criminal Jurisdiction)

Friday, the Fourth day of March Two Thousand Twenty Two

PRESENT

The Hon`ble Mr Justice N. ANAND VENKATESH

CRIMINAL ORIGINAL PETITION Nos.17080 and 17082 of 2020

T.RAVIBABU

[DEFACTO COMPLAINANT / INTERVENER /
PETITIONER
IN BOTH THE PETITIONS]

Vs

1 TAYSMA SHASHIKUMAR SHETTY

[ACCUSED-4 / PETITIONER /
RESPONDENT
IN CRL.OP.NO.17080/2020]

2 STATE BY
INSPECTOR OF POLICE,
CENTRAL CRIME BRANCH,
EDF-II, CHENNAI.
(CCB.CR.NO.29 OF 2018)

[COMPLAINANT / RESPONDENT /
RESPONDENT
IN CRL.OP.NO.17080/2020]

1 SHASHIKUMAR B. SHETTY

[ACCUSED-1 / PETITIONER /
RESPONDENT
IN CRL.OP.NO.17082/2020]

2 STATE BY
INSPECTOR OF POLICE,
CENTRAL CRIME BRANCH,
TEAM-IV, CHENNAI.
(CCB.CR.NO.29 OF 2018)

[COMPLAINANT / RESPONDENT /
RESPONDENT
IN CRL.OP.NO.17082/2020]

Petitions praying that in the circumstances stated therein the High Court will be pleased to



[i] cancel the Order of Anticipatory Bail granted in Crl.OP.No.30473 of 2018 dated 08.03.2019 to the above Respondents-1/Accused-4 in C.C.B.Cr.No.29/2018 on the file of the Central Crime Branch, Chennai. [IN CRL.OP.NO.17080/2020]

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[ii] cancel the Order of Bail granted in Crl.OP.No.1123 of 2019 dated 08.03.2019 to the above Respondent-1/Accused-1 in C.C.B.Cr.No.29/2018 on the file of the Central Crime Branch, Chennai. [IN CRL.OP.NO.17082/2020]

Order : These petitions coming on for orders upon perusing the petitions and upon hearing the arguments of M/S.S.ANBALAGAN, Advocate for the Petitioner [IN BOTH THE PETITIONS] and of M/S.ADINARAYANAN RAO, Advocate on behalf of the R-1 [IN BOTH THE PETITIONS] and of M/S.R.VINOTHRAJA, Government Advocate (Crl.side) on behalf of the R-2 [IN BOTH THE PETITIONS] the court made the following order:-

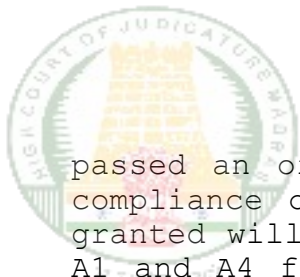
These petitions have been filed seeking for the cancellation of the anticipatory bail and bail granted in favour of A-4 and A-1 respectively.

2.These petitions have been filed by the de facto complainant on the ground that the accused persons entered into a memorandum of understanding with the de facto complainant for repayment of the money and it was based on this memorandum of understanding, the anticipatory bail and bail was granted by this Court. However, the accused persons failed to keep up their promise and did not comply with the terms of the memorandum of understanding. Hence, the de facto complainant has sought for the cancellation of the anticipatory bail and bail granted in favour of A-4 and A-1 respectively.

3.Heard Mr.S.Anbalagan, learned counsel for the petitioners, Mr.Adinarayanan, learned counsel for R1 and Mr.R.Vinoth Raja, learned Government Advocate (Crl.Side), for R2.

4.A careful reading of the orders passed by this Court in the anticipatory bail and bail petitions shows that the order was not passed on merits and it was passed only based on the memo of understanding that was entered into before the Tamil Nadu Mediation and Conciliation Centre, wherein, the accused persons had undertaken to repay back the money in installments spanning over a period of 20 months.

5.The accused persons failed to comply with the terms of the memorandum of understanding and hence, petitions were filed to cancel the anticipatory bail and bail granted to A4 and A1. This Court by an order dated 11.12.2020 ordered notice to the accused persons. The matter again came up for hearing on 27.04.2021 and this Court



passed an order to the effect that the accused persons must report compliance of the condition by 03.06.2021, failing which, the bail granted will stand automatically cancelled. Aggrieved by this order, A1 and A4 filed SLP Crl. Nos.4039 and 4040 of 2021. The SLP leave petitions were disposed off by an order dated 28.06.2021 giving liberty to the accused persons to file an appropriate application before the High Court and seek for the relief.

6.The accused persons viz., A1 and A4 filed Crl.MP.6961 and 6962 of 2021, seeking for extension of time to comply with the orders passed by this Court on 27.04.2021. This Court by an order dated 20.07.2021 extended the time upto 03.10.2021 and directed A1 and A4 to comply with the order and report compliance.

7.The matter was again taken up for hearing on 11.02.2022. The learned counsel appearing on behalf of A1 and A4 submitted that some arrangements are being made to settle the entire money and therefore, the learned counsel sought for sometime. This Court adjourned the matter and posted it for hearing today.

8.When the matter was taken up for hearing today, the learned counsel appearing on behalf of the accused persons pointed out to the affidavit filed by A1. It is stated in the affidavit that the accused persons had completely gone bankrupt and there is only one property that is left which is a flat in Manipal, Karnataka, which is worth Rs.60,00,000/-[Rupees six lakhs only]. To substantiate the same, a valuation report has also been filed along with the affidavit. It is further stated that even insofar as this property is concerned, there is an outstanding due of Rs.4,00,000/- [Rupees four lakhs only] payable to Union Bank of India and this amount will be cleared and the flat will be handed over to the de facto complainant by 12.04.2022. It was submitted that the accused persons do not have any other property or source to make any further payments apart from the flat that is available at Manipal. It was further submitted that all the other properties have been attached in various proceedings initiated by the Banks.

9.In the considered view of this Court, even if the amount due towards the flat is repaid back and the flat is handed over to the de fact complainant, that will not fulfill the obligation that was undertaken in the memorandum of understanding wherein, A1 and A4 agreed to repay back Rs.2,00,00,000/- (Rupees two crores). This Court while considering these petitions filed for cancellation of bail and anticipatory bail, cannot act like Execution Court for recovery of the amount. This Court can only see if the basis on which the bail and anticipatory bail was granted has been frustrated by the accused persons. If the accused persons have gone back on the promise made in the memorandum of understanding, the natural consequence is that the bail and anticipatory bail granted in their favour should be cancelled. When this Court granted the bail and



anticipatory bail to the accused persons, there was no occasion for this Court to deal with the merits of the case and hence, this Court does not want to go into the merits of the case in these petitions.

10. In the result, both the petitions are allowed and the bail granted in favour of A1 in Crl.OP.No.1123 of 2019 by order dated 08.03.2019 and the anticipatory bail granted in favour of A4 in Crl.OP.No.30473 of 2018 dated 08.03.2019, shall stand cancelled.

-sd/-

04/03/2022

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 COURT,
CCB AND CB CID, EGMORE.

2 THE SUPERINTENDENT,
CENTRAL PRISON, PUZHAI.

3 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

4 THE INSPECTOR OF POLICE,
CENTRAL CRIME BRANCH, EDF-II,
CHENNAI

5 THE INSPECTOR OF POLICE
CENTRAL CRIME BRANCH,
TEAM IV, CHENNAI

+2 CC to M/S.ADINARAYANAN RAO Advocate on payment of necessary charges SR.NO. 3532

CRL OP.Nos.17080 & 17082/2020

Date :04/03/2022

RW 08/03/2022