Crl.O.P.No.18848 of 2022

G.K.ILANTHIRAIYAN, J.

The petitioner who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 409, 420 465, 467, 471 and 120(b) of IPC, in Crime No.119 of 2022, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant is the Director in EESAA Construction Private Limited which is undertaking engineering works. Since their company was in need of financial assistance, one Thanikachalam had assured to arrange finance. During the talks, the said thanikachalam had introduced one Katachi Manoj and he in turn introduced one Lydia Rayan who is running Richy Health Care Pvt. Ltd. Later, the said Thanikachalam, Katachi Manoj and Lydia Rayan have informed one Suresh that they will arrange Rs.9 Crores towards initial investment, for their company from Richy Health Care Pvt. Ltd, Mumbai. Accordingly, they have also shown the demand draft for Rs.9 Crores. Thereafter, the said Thanikachalam, Katachi Manoj and Lydia Rayan conspired together and insisted the defacto complainant to pay Rs.6.50 Crores to get the financial assistance of Rs.9 Crores. Thereafter, the defacto complainant also paid the said amount. After receiving the said amount the accused persons did not

return the demand draft for Rs.9 Crores, thereby cheated the defacto complainant. Hence, the complaint.

3. Mr.B.Kumar, the learned Senior Counsel for the petitioner submitted that the petitioner is an innocent person and no way connected with the alleged offence. Hence, he prays to grant anticipatory bail to the petitioner.

4. The learned Additional Public Prosecutor submitted the accused persons conspired together and cheated the defacto complainant to the tune of Rs.9 Crores. Hence, vehemently opposed to grant anticipatory bail to the petitioner.

5. It is seen that there are totally 6 named accused and now the petitioner is arrayed as A7. He is the Director of Richy Health Care Pvt. Ltd. According to the defacto complainant company, he need some money for which, the petitioner has to get demand draft for the said amount. Showing bonafide, the petitioner obtained demand draft from his bank. In fact, the petitioner is an aggrieved person and he has nothing to do as alleged by the prosecution. Thereafter, the said demand draft was cancelled. So far, no other complaint has been received as against the petitioner as alleged by the prosecution.

6. Per contra, a perusal of the counter filed by the respondent revealed that there are totally 6 named accused and the petitioner is arrayed as A7. The petitioner is in a habit of meeting similar firms seeking investments and convince them that they would get investments for the growth of their company and they would have to pay advance amount for that. After receiving the said amount they used to cancel the demand draft, stating one or other reason. Accordingly, the petitioner along with other accused persons have cancelled the demand draft for 20 time from the account so far. The demand draft is taken in the name of Richy Health Care Pvt. Ltd owned by the petitioner herein. Similarly, the petitioner along with other accused persons went to the branch of ICICI Bank along with the defacto complainant to convince him that they would arrange a loan of Rs.30 Crores from Richy Health Care Pvt. Ltd to the complainant company viz, EESAA Construction Private Limited and that he would pay Rs.9 Crores as the first installment. On 01.03.2022, the petitioner along with other accused persons went to ICICI Bank, Siruseri and told the bank Manager that they would take a demand draft for a sum of Rs.9 Crores to the complainant's construction company. Accordingly, the petitioner had taken 2 demand drafts for a sum of Rs.6.25 Crores and 2.75 Crores, totally for a sum of Rs.9 Crores at his Malad branch in

Mumbai. Both the demand drafts were shown to the complainant. Believing the said demand drafts, the defacto complainant had sent a sum of Rs.6.25 Crores. After receiving 1 Lakh to HDFC bank in the name of other accused person's company and after confirming that the money had gone to the account, the petitioner sent another sum of Rs.5.49 Crores and after confirming that the money had gone to the account, he had again sent a sum of Rs.75 Lakhs to City Union Bank, Royapettah in the name of Jim Forex Private Limited. Once, the money paid by the defacto complainant, they will give the original demand draft. However, instead of returning the said amount sent by the defacto complainant, the accused persons deposited the said money in the other bank and took it is cash and distributed their bank money to another bank account. During the investigation, the account of the petitioner has been frozen with a balance amount of Rs.12,04,78,338.75/-. In fact, the petitioner filed a petition to de-freeze his account before this Court in Crl.O.P.No.13939 of 2022. This Court by an order dated 14.07.2022, dismissed the petition and also observed that there are very serious allegations as against the petitioner that they make others to believe that the petitioner and others are in capacity to mobilize the funds. After producing the demand draft to the banks, the petitioner will insist the person, who are with dire needs of funds to deposit certain amount in the petitioner's account as commission. After receiving the commission, the petitioner used to cancel the demand draft. So far, the petitioner had received more than 100 Crores from different people.

7. Taking into consideration the facts and circumstances of the case and the bad antecedents of the petitioner, the custodial interrogation of the petitioner is very much required in this case. Hence, this Court is not inclined to grant anticipatory bail to the petitioner.

8. Accordingly, this Criminal Original Petition is dismissed.

24.08.2022

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G.K.ILANTHIRAIYAN, J.

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