



CrI.O.P.No.23316 of 2022

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A.D.JAGADISH CHANDIRA,J.

The petitioners, who apprehend arrest at the hands of the respondent police for alleged offences punishable under Sections 406, 420, 114, 120(b) and 34 of IPC in FIR No.I/201/2019/ on the file of the second respondent, seek interim anticipatory bail.

2. The case of the prosecution as per the defacto complainant is that the he is the director of M/S Pruthvi Elicon Private Limited (PEPL). The allegation is that in the year 2011 erstwhile Bhavnagar Energy Company Ltd.,(BECL) which is now known as Gujarat Electricity Corporation Ltd (GSECL) had floated various tenders for its different works relating to erection of power. While so, in the year 2012, the defacto complainant's company (PEPL) had agreed to work with one M/S MARG Ltd., as a partner in the tender allotted by (GSECL).

3. Further allegation is that the defacto complainant's company (PEPL) in the year 2017-18 had completed all the work entrusted by (GSECL) and thereby, the defacto complainant's company (PEPL) was



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entitled to receive the amount towards outstanding account bills and towards retention money worth Rs.5,49,00,000/- (Rupees Five Crores Forty Nine Lakhs Only). Therefore, the defacto complainant's company (PEPL) had visited the (GSECL) to inquire about their outstanding due of Rs.5,49,00,000/-, where they have replied that on 02.05.2019, with reference to the letter of (PEPL), a demand draft No.564573 for an amount of Rs.5,49,00,000/- has been issued in the joint account of PEPL with MS MARG Ltd., company maintained by the *Mahindra Bank bearing Account No.562011020928*.

4. Thereby, in order to receive the money, the defacto complainant's company (PEPL) had visited the office of MS MARG Ltd., company, however, it has been refused by the MS MARG Ltd., company that they have not received any amount from (GSECL). Thereafter, the defacto complainant's company (PEPL) had inquired the Kotak Mahindra Bank, where it is informed that the demand draft issued to the defacto complainant's company (PEPL) has already been deposited in another bank account of Karaikal (Pondicherry) Branch of SBI. Hence, the case.



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5. The learned counsel for the petitioners would submit that petitioners are innocent and they have nothing to do with the offence as alleged by the prosecution. He would submit that after the registration of FIR, the defacto complainant had approached the Reserve Bank of India and office of the Banking ombudsman had ordered for closure intimation. He would further submit that Interstate Anticipatory bail may be granted to petitioners to enable them to move to the appropriate jurisdictional Court in Gujarat for necessary relief.

6. Taking into consideration the facts and circumstances of the case, this Court is inclined to grant inter-state interim anticipatory bail to the petitioners for a period of six weeks from today to enable them to move to the concerned Court.

7. Accordingly, interim interstate anticipatory bail is granted to the petitioners for a period of six weeks, on condition that the petitioners shall surrender before the **learned IX Metropolitan Magistrate, Saidapet, Chennai** within a period of fifteen days from the date on which the order copy made ready and the petitioners shall execute a separate bond



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for a sum of **Rs.25,000/-**(Rupees Twenty Five thousand only) with two **sureties** each for a like sum to the satisfaction of the said learned Magistrate. Further, within four weeks from the date of execution of bail bond, the petitioners shall approach the competent Court in **Gujarat** and seek appropriate relief.

26.09.2022

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