BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
( Criminal Jurisdiction )
Dated: 24/08/2022
PRESENT
**The Hon'ble Mr.Justice G.ILANGOVAN**

Crl.OP(MD)No.12506 of 2022

1.Dhanadayuthabani
2.Parthasarathy ... Petitioners/Accused 1 & 2

**Vs.**

1.State rep. By
The Inspector of Police,
District Crime Branch,
Thanjavur District.
(In Crime No.15 of 2022) ... Respondent/Complainant

2.P.Baskaran ... 2nd Respondent

(R2 is suo motu impleaded as per the order of this Hon'ble Court dated 14/09/2022 in Crl.OP(MD). 12506/2022)

Radhakrishnan ... Petitioner/
Brother of Defacto Complainant
In Crl.MP(MD).8123/2022 in
Crl.OP(MD).12506/2022

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|---|---|---|
| For Petitioners | : | Mr.G.MATHAVAN, Advocate |
| For Respondent | : | Mr.R.M.ANBUNITHI<br>Additional Public Prosecutor |
| For Intervener | : | Mr.M.KARUNANITHI, Advocate |

PETITION FOR ANTICIPATORY BIAL under Sec.438 of Cr.P.C.C

**PRAYER:-** For Anticipatory Bail in Crime No.15 of 2022 on the file of the Respondent Police.
**ORDER** : The Court made the following order:-

The petitioners, who are arrayed as A1 and A2, apprehending arrest at the hands of the respondent police for the offences punishable under section 120(B), 406, 409, 467, 468, 471 and 420 IPC, in Crime No.15 of 2022 on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution is that the de-facto complainant is brother of the accused persons herein. He lodged a complaint stating that he is resident of Singapore and working there. The money that was earned by him was transferred to his account ly Rs.25,00,000/- was transferred. On 05/07/2019, when he visited the Bank, he was told that the first accused Dhanadayuthabani has transferred the entire amount from his account to his account. For the above said illegal act, another brother namely Parthasarathy and the Bank Manager are also colluding. So on the basis of the above said complaint, the case was registered.

3.Seeking anticipatory bail, this petition has been filed by the petitioners on the ground that in the year 2013, the de-facto complainant and the petitioners constructed a temple called 'Santha Mariamman temple'. Towards the expenses for constructing the above said temple, permission was given by the de-facto complainant and to encash the money from his bank account, he issued a cheque. Based upon the cheque only, he has withdrawn the amount. Apart from that, the money was also transferred from his account to the account of the de-facto complainant. He executed a power of attorney deed, on 13/12/2012 to maintain the property. He wanted to lease out the property to mobilise the extra income. But later, the de-facto complainant wanted to find out the above said lease. Only by utilising the signed cheque, the amount was withdrawn and that was settled to the persons, who paid the above said lease amount. According to them, there is no forgery on the side of the petitioners.

4.Heard both sides.

5.It is a dispute between two brothers. Now the de-facto complainant says that by forging his signature, the amount has been withdrawn from his account, which is maintained in the Indian Overseas Bank with the connivance of the Manager of the concerned branch.

6.Perusal of the CD file shows that copy of the disputed cheque is also available. Now the de-facto complainant denied the signature in the above said document. So the document has to send to Forensic Scientific Expert. Then only the result will show, whether the signature is forged or not.

7.The learned counsel appearing for the petitioners would submit that only with the consent and knowledge of the de-facto complainant and for his benefit only, the above said amount has been withdrawn through the signed cheque. It is a matter for investigation.

8.As per the order of this court, the petitioners also appeared before the respondent police and cooperated with him to complete the process of investigation and also given a statement, wherein they have stated that only with the consent and knowledge of the de-facto complainant, the above said amount has been withdrawn. Even though, the matter has been referred to Mediation, it could not be settled for some unknown reasons.

9. Considering the above said factual situation, I am of the considered view that the anticipatory bail can be granted to the petitioners with conditions. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance before the learned District Munsif-cum-Judicial Magistrate, Peravurani, Thanjavur District and on each of them executing a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties each for a like sum to the satisfaction of the learned Judicial Magistrate concerned and the petitioners shall appear before the respondent police, daily at 10.00 am, until further orders. The petitioners shall comply with the condition stipulated under Section 438 Cr.P.C scrupulously. The petitioners shall appear before the concerned Magistrate within a period of 15 days from the date on which the order copy made ready, failing which, the petition for anticipatory bail will stand dismissed.

sd/-
24/08/2022

/ TRUE COPY /

/09/2022
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

**TO**

1 THE DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
PERAVURANI, THANJAVUR DISTRICT.

2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
THANJAVUR DISTRICT AT KUMBAKONAM.

3 THE INSPECTOR OF POLICE,
DISTRICT CRIME BRANCH, THANJAVUR DISTRICT.

4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI.

**ORDER**
**IN**
CRL OP(MD) No.12506 of 2022
Date :24/08/2022

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SA/VRS/SAR.1/13.09.2022/3P/5C