



Crl.O.P.No.2905 of 2023

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T.V.THAMILSELVI, J.

The petitioners, who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 406, 420 and 120B of IPC in Crime No.184 of 2021, seek Interstate Anticipatory bail.

2. The case of the prosecution is that the petitioners herein are husband and wife. The 1st petitioner being the childhood friend of the de-facto complainant, induced him to invest Rs.3.5 Crores in strating a Business school in Kodaikanal. Thereafter, once again in the year 2009, the 1st petitioner approached the de-facto complainant stating that he had started a University at Kodaikanal in the name and style of “American University of India” and he is in need of huge amount and induced the de-facto complainant to invest in the above said University and promised to execute a Memordandum Of Understanding (in short 'MOU') by offering 48 percentage of the shares in the partnership. Believing the same, the de-facto complainant transferred a sum of Rs.3.5 Crores to the bank



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account of the 1st petitioner during June 2010 by RTGS. However, the 1st petitioner refused to sign the MOU, due to which, there arose some dispute in between the de-facto complainant and the 1st petitioner with regard to allotment of shares and when the de-facto complainant requested the 1st petitioner to send the audit report, the 1st petitioner sent only the balance sheets of Kodai International Business School and that too was unaudited and returns were also not filed. On further investigation, the de-facto complainant came to know that the petitioners herein have cheated him for wrongful gain. Hence, this complaint.

3. Learned counsel for the petitioners submitted that the petitioners are innocent persons and they have not committed any offence as alleged by the prosecution. He further submitted that when the college was functioning properly, the profits were shared with the de-facto complainant. However, due to COVID-119 global pandemic, lockdown and restrictions, the college was closed, due to which, the business went into a huge loss, which is very well known by the de-facto complainant as well. Further, when the de-facto complainant demanded higher share,



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the same was refused by the 1st petitioner, hence, the de-facto complainant had lodged this false complaint. He furthermore submitted that, even if the case is that the petitioners have cheated a huge sum of money from the de-facto complainant, the alleged transaction is said to have taken place in the year 2010 and the de-facto complainant had filed this complaint only in the year 2021, after a lapse of about 11 years and no proper reason was stated by the de-facto complainant for such a huge delay. Hence, he prayed for grant of Interstate anticipatory bail to the petitioners.

4. Learned counsel for the Intervenor raised serious objection stating that though the 1st petitioner approached the de-facto complainant stating that he is running a Business school, it is not the case and the 1st petitioner is not running any educational institution as he promised in the year 2010, believing which, the de-facto complainant paid a sum of Rs.3.5 Crores and all these years, the petitioners have not repaid the amount to the de-facto complainant. Further, it is pertinent to note that only after giving a complaint, MOU was entered into on 25.03.2022 and



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according to which, the 1st petitioner agreed to settled the amount of Rs.5 Crores and to that effect he also gave five cheques. However, it is pertinent to note that, when the same were presented, all the cheques were dishonoured, from which it is clear that the terms and conditions stated in the above said MOU was not complied with by the petitioners. Hence, he vehemently opposed for grant of Interstate anticipatory bail to the petitioners.

5. On the above said contentions, heard learned Government Advocate (Crl.Side) and perused the materials available on record.

6. On perusal of the materials placed on record, it is evident that, on earlier occasiton, the petitioners herein have moved anticipatory bail applications before the Delhi High Court and the Additional Sessions Judge wherein it was reported before the Sub Court that MOU dated 25.03.2022 has been execued. Further, the anticipatory bail application was filed before the Additional Sessions Judge in that also, the Court observed that the settlement as per MOU was not complied with. Further,



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the amount given by the defacto complainant was transferred to Trust, however, no share was allotted to the de-facto complainant. Hence, prima facie case is made out that the petitioners herein have cheated the de-facto complainant in a pre-planned manner and accordingly, the Delhi High Court had dismissed the bail application, as the petitioners have failed to comply the conditions in MOU dated 25.03.2022. While so, once again the petitioners approached this Court seeking to grant interstate anticipatory bail, without complying the conditions stated in the MOU dated 25.03.2022 and for the past ten years, the de-facto complainant was dragged from pillar to post. In view of the above, this Court is not inclined to grant Interstate Anticipatory bail to the petitioners.

7. For the reasons aforesaid, this Criminal original petition stands dismissed.

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