Crl.O.P.No.4641 of 2023

A.D.JAGADISH CHANDIRA, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 of IPC in Crime No.63 of 2023, seeks anticipatory bail.

2. The case of the prosecution as per the de facto complainant K.Rajan is that he is working as an Assistant Deputy Technician in a private company named M/s.Seoyon E-HWA Summit Automotive India, Irunkattukottai, Sriperumbudur. The petitioner/accused had approached him during the month of September 2021 and represented that he is running a company in the name of International Financial Services and further stated that if he deposits Rs.1,00,000/-, he can get interest @ Rs.8,000/- per month and also assured that whenever he ask for return of the amount, it would be given back to him based on that, he has transferred a sum of Rs.6,00,000/- by way of Bank Transfer and Rs.12,00,000/- by way of cash and the petitioner/accused had given Rs.8,000/- per month for two months. Thereafter, he did not give any amount. When the de facto complainant had demanded money, the

petitioner/accused had issued a Cheque for Rs.10,00,000/- drawn at SBI, Kanchipuram bearing Cheque No.396146 and when it was presented for collection, it was returned as 'Stop Payment'. Hence the complaint.

3. The learned counsel for the petitioner would submit that the petitioner is an innocent person and he has not committed any offence as alleged by the prosecution. She would further submit that the petitioner and the de facto complainant are colleagues working in same company named M/s.Seoyon E-HWA Summit Automotive India, Irunkattukottai, Sriperumbudur and both of them, on the false assurance given by one M/s.International Financial Services Limited, invested amounts other than that, the petitioner has not committed any offence. She would further submit that it is true that the de facto complainant given the amounts to the tune of Rs.6,00,000/- by way of NEFT in favour of the petitioner and the other amounts have been straight away sent by way of bank transfer to one M/s.Aadvik Enterprises, which is an associate company of M/s.International Financial Services Limited. She would further submit that the petitioner has ample proof to show that the amounts immediately

on the next day transferred either to M/s.Aadvik Enterprises or M/s.International Financial Services Limited, other than that, the petitioner has not done anything. It was not the intention of the petitioner to induce or cheat the de facto complainant. However, she would submit that to show his *bona fide*, without prejudice, the petitioner is ready and willing to deposit the Original Title Deeds of immovable properties worth Rs.10,00,000/- (Rupees Ten Lakhs Only) to the credit of Crime No.63 of 2023 before the concerned Court at the time of furnishing the sureties and also ready to give an undertaking that he will not encumber or alienate the property. She would also submit that the petitioner is ready and willing to furnish solvent sureties and abide by any stringent condition that may be imposed on him. Hence, she prays for grant of anticipatory bail to the petitioner.

4. The learned Government Advocate (Criminal Side) for the respondent would submit that the petitioner/accused had induced the de facto complainant on the assurance stating that he is also a part of M/s.International Financial Services Limited and believing the same, the

de facto complainant has invested/paid amounts to the tune of Rs.18,00,000/-, whereas, the petitioner/accused had cheated him. However, the investigation conducted by the respondent police reveals that the amount has been transferred by the de facto complainant in favour of M/s.International Financial Services Limited and the petitioner/accused had transferred the amount in favour of M/s.International Financial Services Limited and M/s.Aadvik Enterprises. He further submit that the investigation also reveals that the petitioner/accused is not an agent of M/s.International Financial Services Limited. However, he vehemently opposed to grant anticipatory bail to the petitioner.

5. Mr.X.Selvam Sounder, learned counsel for the intervenor would submit that only on the assurance of the petitioner/accused that he is part of M/s.International Financial Services Limited, the de facto complainant had invested the amount, other than the de facto complainant would not have deposited the amounts for believing the petitioner/accused, the de facto complainant had now put to several loss and hardship. He would further submit that the petitioner/accused had earlier given a cheque for a

sum of Rs.10,00,000/- and when it was presented for collection, it was returned as 'Stop Payment'. Hence, he vehemently opposed to grant anticipatory bail to the petitioner.

6. Heard the learned counsel for the petitioner, the learned Government Advocate (Criminal Side) for the respondent and the learned counsel for the intervenor and have perused the materials available on record including the FIR.

7. Taking into consideration the facts and circumstances of the case, the submissions of both sides and also the petitioner is prepared to deposit the Original Title Deeds of immovable properties worth about Rs.10,00,000/- (Rupees Ten Lakhs only), this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

8. Accordingly, **the petitioner is directed to deposit the Original Title Deeds of immovable properties (stand in the name of the petitioner or in the name of his friends or his relatives) worth**

Rs.10,00,000/- (Rupees Ten Lakhs only) to the credit of Crime No.63 of 2022 and on such deposit, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the **learned Judicial Magistrate No.1, Poonamallee,** on condition that **the petitioner shall execute a bond 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 respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner and the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

[b] **the petitioner shall file an affidavit of undertaking that he will not encumber or alienate the property.**

[c] **the petitioner shall report before the**

respondent police every day at 6.30 p.m., until further orders.

[d] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[e] the petitioner shall not abscond either during investigation or trial.

[f] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in **P.K.Shaji vs. State of Kerala [(2005)AIR SCW 5560].**

[g] If the accused thereafter absconds, a fresh FIR can be registered under Section 229A IPC.

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A.D.JAGADISH CHANDIRA, J.

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