



Crl.O.P.No.5251 of 2023

WEB COPY

A.D.JAGADISH CHANDIRA, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 376 417 of IPC, in Crime No.1 of 2023 seeks anticipatory bail.

2. The case of the prosecution, as per the complaint lodged by the de facto complainant that gave rise to the criminal prosecution against the petitioner, is as under:-

i) The de facto complainant hails from a poor family. Her father had expired in the year 2005 itself. Her mother is a flower merchant. She has got one elder sister, two elder brothers and one younger brother. Her elder sister alone got married. She had studied upto X standard and has been working in Reliance Trends, Mylapore for the past five years for a monthly salary of Rs.11,500/-.

ii) The petitioner belongs to Thiruvannamalai, working as Manager in that Showroom. The de facto complainant and



the petitioner fell in love four years ago which is known to her family.

iii) Giving false assurance of marrying her, the petitioner compelled and had sexual relationship with the de facto complainant.

iv) Due to her family circumstances, the de facto complainant had been staying in her aunt's house. Whiles, on 5.9.2022, at about 11.30 pm, when her aunt, with her family, went for a tour, the petitioner had visited the de facto complainant there and giving false assurance of marrying her, had sexual relationship with her. Whenever he had such relationship, she compelled her to consume papaya on the next day.

v) Whenever the de facto complainant insisted for marriage, the petitioner added the assurance, but, was evading and prolonging the proposal and ultimately, on 3.1.2023, when she insisted him over phone, he informed her that he could not marry her and rather, he was going to marry



one Loganayaki and discarded the call and later, the de facto complainant understood that the petitioner had switched off his mobile phone and thereby, the petitioner had committed the offence of cheating her.

3. When the matter was listed on 8.3.2023, Mr.M.Rajavelu, learned counsel for the petitioner submitted that the petitioner and the de facto complainant are grown up adults and there was a love affair between them for the past four years and during such time, they had indulged in sexual relationship, which are consensual in nature, but, subsequently, due to some misunderstanding, their relationship got strained and that the petitioner has now married one Loganayaki. He further submitted that a case of consensual relationship has been falsely projected as a case of cheating and rape. He also submitted that a financial dispute also exists between the petitioner and the de facto complainant and that the petitioner is ready for mediation and thus, there is every likelihood of the disputes being resolved by mediation



and amicable settlement.

WEB COPY

4. Learned Government Advocate (Criminal Side) for the respondent would submit that the petitioner had induced the de facto complainant and by giving false assurance that he would marry her, had sexual intercourse with her and later, married another woman and thus, he would object for grant of anticipatory bail to the petitioner.

5. Considering the facts and circumstances of the case and to explore the possibility of mediation to give a quietus to the issue, this court had directed the respondent to intimate the de facto complainant to be present before this court.

6. When the matter is taken up for hearing, pursuant to the direction of this court, the de facto complainant is present. Mrs. Jayaa Seelia (Mob. 9498126363), Sub Inspector of Police, W-22, AWPS, Mylapore, Chennai 600 004 is also present.

7. When enquired the de facto complainant, it came to light that the petitioner had approached her and expressed his



apologies and the de facto complainant has also agreed to withdraw the complaint lodged by her against him. She also submitted that the petitioner had paid her a sum of Rs.3,00,000/- in cash and she had received the same and entered into the Joint Compromise Memo without any coercion or force from any quarter.

8. As an outcome of the mediation between the parties, a Joint Compromise Memo dated 15.3.2023 duly signed by the petitioner and the de facto complainant has been filed to the effect that the petitioner had paid a sum of Rs.3,00,000/- in cash to the de facto complainant, without prejudice to his right in Crime No.1 of 2023 pending on the file of the respondent police and the same has been accepted by the de facto complainant and that the petitioner and the de facto complainant, considering that continuation of criminal proceedings is not necessary, have arrived at an amicable settlement and entered into the Joint Compromise Deed voluntarily without any coercion or force.



9. Mr.Mohammed Riyaz, learned counsel was appointed for giving legal assistance the de facto complainant. He also submitted that when he enquired the victim, she affirmed that the disputes between her and the petitioner is compromised and now, she has no grievance against the petitioner and thereby she has no objection in the criminal proceedings against the petitioner being either withdrawn or quashed.

10. Taking into consideration the facts and circumstances of the case and the submissions made by the learned Counsel for the parties and the Joint Compromise Memo entered into between the parties, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

11. Accordingly, 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 is made ready, before **the learned XVIII Metropolitan**



Magistrate, Saidapet, Chennai on condition that the petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten Thousand only)** with own surety 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 shall affix his photograph and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of his Aadhar card or Bank pass Book to ensure his identity.

[b] **the petitioner shall report before the respondent Police everyday at 10.30 a.m. for a period of one week and thereafter, as and when required.**

[c] the petitioner shall not tamper with evidence or witness either during investigation or trial;

[d] the petitioner shall not abscond either during



investigation or trial;

WEB COPY

[e] 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 is 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]**;

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

12. It is made clear that the petitioner shall not interfere with or cause any harassment to the de facto complainant in future. The joint memo of compromise dated 15.3.2023 executed between the parties shall form part of the court records.

15.3.2023

ssk.



9

A.D.JAGADISH CHANDIRA, J.

ssk.

Crl.O.P.No.5251 of 2023

15.3.2023.