Crl.O.P.No.5676 of 2023

K.KUMARESH BABU, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 420, 294(b) and 506(i) of IPC in Crime No.10 of 2022, seeks anticipatory bail.

2. The case of the prosecution is that the petitioner is said to have supplied the flour mill machineries to the defacto complainant towards the invoice raised by him. The alleged amount advanced by him to the petitioner is Rs.35,00,000/-. The machineries supplied to him are said to be old and also on demand of return of the money from the petitioner, it is agreed by him. However, he is said to have criminally intimidated the defacto complainant by uttering obscene words and also threatening him with dire consequences.

3. By order dated 05.04.2023, this Court had referred the dispute between the petitioner and the defacto complainant to the Mediation Centre attached to this Court. A report has been received from the Mediation Centre enclosing memo of compromise entered between the parties. The same is extracted hereunder:

> *(a) A sum of Rs.15 lakhs on or before 15.05.2023 to the defacto complainant through RTGS*

and on receipt of the said sum the defacto complainant undertakes to allow the petitioner to remove all the machineries supplied by the petitioner to the defacto complainant;

(b) The petitioner undertakes to pay a sum of Rs.5 lakhs on or before 15.06.2023 and the remaining sum of Rs.5 lakhs on or before 15.07.2023 and he has also issued two posted cheques each for Rs.5,00,000/- to the defacto complainant as security. On receipt of the said sums the defacto complainant undertakes to return the cheques respectively to the petitioner.

4. As per clause (a), the petitioner has to pay the complainant a sum of Rs.15,00,000/- on or before 15.05.2023. However, the learned counsel for the petitioner would submit that due to the circumstances as to the claim of refund of GST that has been paid by the petitioner towards the sale of the machineries to the defacto complainant, the said amount was not paid in time. Hence, he would request further time to pay the said amount.

5. Accordingly, time under clause (a) is extended till 31.05.2023. As regards to the clause (b), the petitioner had produced two cheques for Rs.5,00,000/- each bearing Nos.310170 and 310169 (Canara Bank, Adambakkam Branch, Chennai) dated 15.06.2023 and 15.07.2023

respectively. The same is recorded. On payment of the aforesaid amount as per clause (b), the defacto complainant shall return the cheques back to the petitioner.

6. The petitioner is entitled to make a claim for refund of GST paid towards transaction between the petitioner and the defacto complainant in view that the sale has been rescinded by the parties.

7. Accordingly, this criminal original petition is disposed of.

17.05.2023

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K.KUMARESH BABU, J.

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