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Crl.O.P.No.7366 of 2023

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Reserved On	22.08.2023
Pronounced On	25.08.2023

RMT.TEEKAA RAMAN, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences under **Sections 465, 468, 471 and 420 of IPC in Crime No.479 of 2021** on the file of the respondent police, seeks anticipatory bail.

2. Originally, petitioner apprehends arrest at the hands of the respondent police for the offence under Sections 279, 337 and 304 (ii) of IPC in Crime No.153 of 2017. Subsequently, 2nd respondent police have registered FIR in Crime No.479 of 2021, based upon the complaint lodged by the Manager, Claims Investigation, Cholamandalam MS General Insurance Company.

3. The sum and substance of the allegation is that the insurance policy copy produced by the petitioner's school, where the 1st accused/petitioner is working as a Correspondent is a fake one and hence, petitioner has filed the petition for anticipatory bail.



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4. Original Crime No.479 of 2021 was transferred to the Economic Offences Wing, Chennai Viz., the 1st respondent and hence, he filed the present petition. The alleged offences are under Sections 465, 468, 471 and 420 of IPC in the Crime No.479 of 2021.

5. Mr.V.Ragavachari, learned Senior Counsel appearing for the petitioner would contend that, he is a Correspondent of the Sri Vidhya Mandhir Higher Secondary School at Thuraiyur Tiruchirappalli. They are running the school from 2001. They are running as many as 19 buses and they have insured them in various insurance company and three insurance policies have been taken from the *de-facto* complainant Viz., Cholamandalam MS General Insurance Company. One of the vehicle met with an accident and the persons who died in the accident have filed MCOP.Nos.307 of 2018 and 848 of 2017 for claiming compensation before the Motor Accidents Claim Tribunal at Thuraiyur, wherein he has stated the details of the policy and also stated that the vehicle is newly insured. Thereafter, during June 2018, officials from the said Insurance Company came and said that fake certificates were produced by the



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agents. He also stated that they have paid Rs.4,00,000/- as interim compensation to the legal heirs of the deceased.

6. Admittedly, *de-facto* complainant who is the insurance company has not appeared for intervening, but, however, the person who has filed MCOP before the Motor Accidents Claim Tribunal filed an intervening petition and sought that school has to be closed for giving fake insurance certificate for school bus.

7. Whether the owner of the vehicle Viz., the School or the Insurance are jointly liable to pay the compensation is a matter to be decided by the competent authority Viz., Motor Accidents Claims Tribunal, Thuraiyur. If the insurance is found to be fake, the Claims Tribunal has to make necessary award against the owner of the vehicle and the driver of the vehicle, who is said to have been negligent in causing the death.

8. Now, the point for consideration in the anticipatory bail is,

(i) Whether custodial interrogation of the petitioner is required by the respondent police?

It appears from the typed set of papers that, every year the said



school, which is running as many as 19 buses have taken policies for them every year and the relevant year for this case is 2015 – 2016. As many as insurance policies 19 have been found in the typed set. Three insurance policies have been taken from Cholamandalam MS General Insurance Company with respect to buses bearing registration Nos.TN 51 U 7999, TN 31 H 9414 and another one is, the presently disputed one, TN 67 B 8651.

9. During the 41-A Notice enquiry conducted by the respondent police, he has presented and also stated that the insurance policy was taken through authorized agents of the Cholamandalam MS General Insurance Company by name Gopinath and Manigandan. It is also placed before this Court that for the income tax assessment, for the particular assessment year, they have also declared the payment of the premium amount of Rs.45,000/- in the relevant point of time for the 19 buses including the premium amount paid for the disputed insurance policy issued by the agents Gopinath and Manikandan. As per the procedures of Cholamandalam MS General Insurance Company, cheque may also



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be issued in the name of the agent, assumes significance.

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10. So far, recording the statement of the learned Government Advocate (Crl.side) that, now the agents Gopinath and Manikandan of Cholamandalam MS General Insurance Company appears to have committed the offence and they have taken necessary action for arraying them as accused.

11. Considering the above factual position and also the submissions made by the learned Senior Counsel for the petitioner and the records produced before this Court and observations made in the preceding paragraphs, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

12. Accordingly, 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, Thuraiyur**, on condition that the petitioner shall execute 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 respondent police or the police officer



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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 report before the 1st respondent police once in a week i.e., on every Saturday at 10.30 a.m., until further orders;

[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.

[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 released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in P.K.Shaji vs.



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State of Kerala [(2005)AIR SCW 5560].

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

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RMT.TEEKAA RAMAN, J.
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