



Crl.O.P.No.8124 of 2023

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A.D.JAGADISH CHANDIRA, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 406, 420 and 120(B) of IPC, in Crime No.90 of 2023 on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution as per the defacto complainant Saravanan is that, he along with his 10 friends employed in Gulf countries, mooted an idea to invest and commence business in Food Street at Chemmencherry, Chennai and that the complainant and his friends approached one Muhammed Rafi and as such on various dates they have transferred sums aggregating to Rs.2,08,00,000/- to the bank account of A1 and further a sum of Rs.80,00,000/- was given by way of cash. Further, A1 entered into a Lease Agreement with Land Owners at Chemmencherry and Padur and commenced the construction of shops and on return to Qatar informed that with the help and influence of A2, he has continued the business. Further enquiry revealed that A2 had voluntarily introduced himself to A1 claiming to have experience



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in the said field and as such A1 and A2 have entered into a Partnership Deed dated 20.03.2020 with A2 having invested no amount and a Supplementary Partnership Deed has been created. The further allegation is that on 26.10.2020, A1 and A2 have entered into yet another Supplementary Partnership Deed distributing the business equally, without mentioning the investments of the complainant and his friends and that on 09.03.2022 A1 and A2 have entered into a Deed of Dissolution and A2 on the very next day introduced A3 as a consultant and made him as a partner and thereafter A1 and other accused had joined hands for the purpose of cheating and thus caused huge loss to the tune of Rs. 3crores to the defacto complainant and his friends and thereafter out of funds cheated, a car worth about Rs.25 lakhs was purchased in the name of one Rajasekar Muthukrishnan who is a Chartered Accountant for the business dealings. Hence the case.

3. The learned counsel for the petitioner would submit that the petitioner is an innocent person and he has been falsely implicated in this case. He would further submit that the petitioner had signed only as witness in the



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Dissolution Agreement between A1 and A2 and other than that he did not commit any other offence and the petitioner has no privity with the defacto complainant. He further submit that even as per the prosecution, the petitioner had never met the defacto complainant and there is no question of the petitioner inducing the defacto complainant or luring the defacto complainant to invest in the business. He further submit that even as per the complaint, no amount was entrusted to the petitioner to make out the offence of misappropriation of amount or cheating as against the petitioner. He further submit that by signing in the Dissolution Deed as witness he has not committed any offence. Hence, he prays for grant of anticipatory bail to the petitioner.

4. The learned Government Advocate (Crl.Side) would submit that the defacto complainant and 10 of his friends had intended to start business in India and believing A1 they have invested the amounts to the tune of Rs.3 Crores and A1 without the knowledge of the defacto complainant had entered into the Partnership Deed Agreement with A2 and thereafter they have started the Food Street business and in violation of the agreement they have inducted other accused as partners in the business and the inducted persons have not



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paid any money to the defacto complainant and they have cheated the defacto complainant. He further submit that A1 had voluntarily surrendered before the learned Judicial Magistrate No.I, Alandur on 10.03.2023 and A2 was arrested by the respondent police on 30.03.2023 and the investigation is pending. He further submit that as per the investigation, no amount has been transferred to the accounts of the petitioner. However, he opposed for the grant of anticipatory bail to the petitioner.

5. Mr.K. Mahalingam, the learned counsel for the intervenor would submit that the defacto complainant and his friends with their hard earned money, they have entered to the business agreement with A1 for running Food Street business in Chennai. He further submit that as per the agreement of A1, he is not supposed to enter into an agreement with other third persons whereas, A1 had entered into an agreement with A2 and thereafter A1 and A2 have started the Food Street business and without the knowledge of the defacto complainant they have entered into the Tenancy Agreement with their friends who have not invested any amount and they ran the business and cheated the



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defacto complainant. He would further submit that the petitioner who is the friend of A2 has given a free space without receiving any money from the petitioner. He further submit that A1 and A2 without receiving any amount from the petitioner had allowed them to run the business and they have siphoned the funds and caused wrongful loss to the defacto complainant and further they have also entered into several Supplementary Deeds without the knowledge of the petitioner. He would further submit that the Dissolution Deed and another Partnership Deed, the petitioner had signed as witness. He further submit that all the documents were prepared by A2 and the intention of A2 was to cheat the defacto complainant and the petitioner is also aware of the same. Hence, he opposed for the grant of anticipatory bail to the petitioner.

6.Heard the learned counsel on either sides and perused the entire materials available on record.

7.Taking into consideration the facts and circumstances of the case and also the submissions made by the learned counsel on either side and also taking note of the fact that the petitioner has only signed as the witness to the Dissolution Deed and it is also stated that no funds have gone into the account



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of the petitioner, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

8. 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 made ready, before **the learned Judicial Magistrate No.I, Alandur**, 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 report before the respondent police everyday in the morning at 10.30 a.m., and evening at 6.30 p.m, for a period of two weeks and thereafter on every Saturday at 10.30 a.m, until further**



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

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

9.Consequently, connected Miscellaneous Petition in Crl.MP.No.5640 of 2023 is closed.

20.04.2023

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