



Crl.O.P.Nos.9076, 9577 and 10189 of 2023

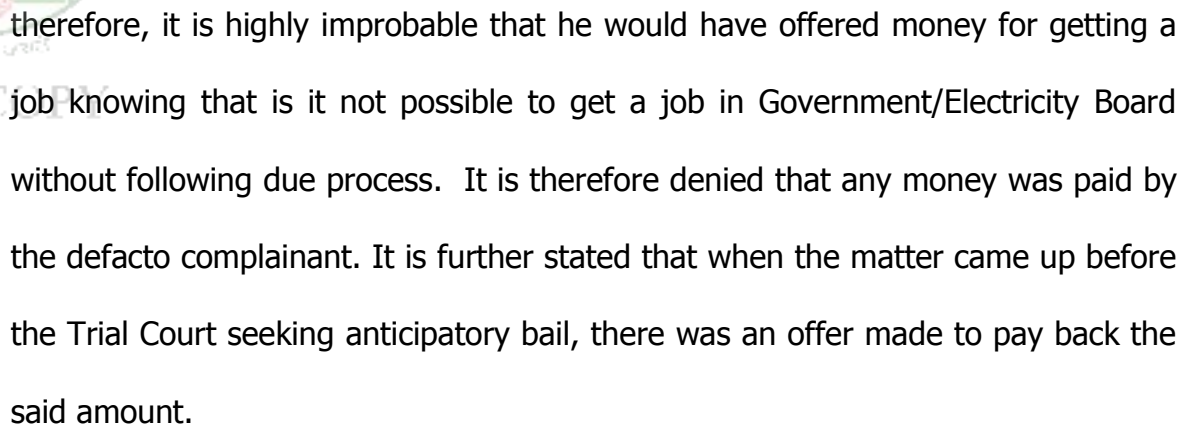
C.V.KARTHIKEYAN, J.

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A1 and A4 filed Crl.OP.No.9577 of 2023, A2 has filed Crl.OP.No.9076 of 2023 and A3 has filed Crl.OP.No.10189 of 2023 in Crime No.222 of 2023.

2.It is the allegation of the defacto complainant that taking advantage of the fact that the 2nd accused was a former Minister and the 1st and 3rd accused were also directly or indirectly related to him and that they were also holding the posts of Government advocate in the District of Cuddalore, all the four accused had let out a promise that a job would be given to the daughter of the defacto complainant in the Electricity Board, if he pays a sum of Rs.10,00,000/-. It is further alleged that the defact complainant had paid the said sum of Rs.10,000,00/- but neither was any job given nor the money was returned back. It is further stated that the defacto complainant had gone over to the residence of the accused on 2.1.2023 and at that particular point of time, he had been assaulted. On the other hand, it is the case of the petitioners herein that on 2.1.2023, the defacto complainant had actually kidnapped away the accused committed the offence under Section 365 IPC in which, an FIR was lodged in Crime No.2 of 2023 had also been registered.

3.On the side of the petitioners herein it is contended that the defacto complainant is also a person with much knowledge of the state of affairs and



4. On the side of the respondent/investigating agency, a status report has been filed, wherein it is stated that it is a clear case of job racketing when a job was offered to be obtained on payment of amount and it is therefore stated that the interrogation of the accused are required particularly to find out the real facts which will have to be determined. It is also stated that the details about the money transactions will have to be obtained.

5. All these aspects would necessarily be an issue for trial since, it is stated by the defacto complainant that the money was handed over by cash and the incident occurred when he sought return of the amount. Insofar as the offer of job is concerned, it is contended on behalf of the petitioners herein that there was no call for by the Electricity Board in that relevant point of time and therefore, there was no possibility of any job being offered. It is further contended that the defacto complainant knew all these affairs since he was also in a position to realise the state of affairs and it is therefore stated that the entire complaint is



false.

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6.The first issue is whether anticipatory bail is to granted or not These are fluctuating versions are about the fact whether there was possibility of a job to be given and whether the petitioners had actually offered a job. The second fluctuating fact is about the handing over cash of Rs.10,00,000/-. These aspects are issues of evidence. There are no documents to show on behalf of the defacto complainant about the actual handing over of cash. In view of these facts, it is only appropriate for anticipatory bail is granted.

7.Taking note of the facts and circumstances, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions. Accordingly, the petitioners shall deposit a sum of Rs.2,00,000/- each to the credit of Crime No.222 of 2023, in the trial Court. Let the amount remain in the Court deposit. If after trial the accused are acquitted, then the amount can be returned back Rs.2,00,000/- to each of the petitioners. If there is conviction, then the Magistrate may handed over the total amount to the defacto complainant.

8. On such deposit, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date on which the order copy made ready, before the learned Judicial Magistrate-I, Panruti, on condition that each of the petitioner shall execute a



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separate 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 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 petitioners 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 petitioners shall deposit a sum of **Rs.2,00,000/- each to the credit in Crime No.222 of 2023**, in the trial Court. Let the amount remain in the Court deposit. If there is acquittal on conclusion of trial, then the amount of Rs.2,00,0000, **returned back to each one of the petitioner**. If there is conviction, then the Magistrate may hand over the total amount to the defacto complainant.

[c] the petitioners/**A1,A4 shall report before the respondent police daily at 10.30 a.m., for a period of two weeks** and thereafter as and when required for interrogation. The petitioners/**A2,A3 shall report before the respondent police everyday at 10.30 a.m.**, until further orders.

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

[e] the petitioners 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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.

18.10.2023

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