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Crl.O.P.No.16383 of 2023

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& Crl.M.P.No.11238 of 2023

G.CHANDRASEKHARAN, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offence under Sections 403, 406, 419, 465 read with 471 and 506(ii) of IPC, in Crime No.134 of 2023, on the file of the respondent police, seek anticipatory bail.

2. Learned counsel for the petitioner submitted that there are marked material contradiction in the allegations made in the FIR and in the intervening petition. It is claimed in the FIR that *de-facto* complainant got separated from the petitioner in 2017 and then in 2022. Therefore, how was that it is possible for the petitioner to commit the offence alleged in the FIR. Though there are several allegations made in the FIR about the act of cheating said to have been committed by the petitioner, there is no proof filed in support of these allegations. Apprehending arrest in Crime No.134 of 2023 registered for the offences under Sections 403, 406, 419, 465 read with 471 and 506(ii) of IPC, this petition is filed by the petitioner.



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3. In response, learned Counsel appearing for the *de-facto* complainant/Intervenor submitted that petitioner is running a Company called M/s.Sandron Bulls. *De-facto* complainant is a Doctor. They got married on 16.04.2008. The allegations made against this petitioner is that petitioner using the relationship of husband and wife, used the *de-facto* complainant's name, had forged her signature and taken prime loans and top-up loans using her documents like Aadhar card, PAN card, Credit cards, photos etc. In support of his submission, he produced an agreement entered into between M/s. Sandron Bulls and one N.Ramshankar. This agreement was entered for a loan of Rs.30,00,000/-. At the end of the agreement, an undertaking appeared to have been given by the *de-facto* complainant. It is forged and incorrect. It reads that, as additional security for loan, cheque of the *de-facto* complainant for Rs.30,00,000/- is given as a security. However, *de-facto* complainant had not given such an undertaking. The signature in the cheque bearing No.000017 is not her signature and it is forged. Next incident is that, using the name of the *de-facto* complainant,



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petitioner availed the loan of Rs.8,84,980/- from HDFC bank on 19.06.2021. On the same day, he withdrew all the amount. Now, *de-facto* complainant was sent a notice from the HDFC Bank seeking repayment. That apart, he had also taken loan from Bajaj Finance for purchasing some articles to the tune of Rs.5,612/- using her name. Very recently, he gave a complaint to the police by using the name of the *de-facto* complainant, but gave his mobile number and mail-ID. These materials clearly establishes that the petitioner is misusing *de-facto* complainant's name by getting various loans by producing her documents, by forging her signature and thus, strongly opposed for grant of anticipatory bail to the petitioner.

4. Learned Government Advocate (Crl.side) reiterated and confirmed the allegations of the learned counsel for the *de-facto* complainant. Investigation in this case is not completed and detailed investigation has to be conducted.

5. Considering the nature of the allegations made against the petitioner and also materials submitted by the learned counsel for the *de-facto* complainant, supporting the allegations against the



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petitioner, that detailed investigation in this case is required to be conducted and for that purpose, custodial interrogation of the petitioner is necessary. Thus, this Court is not inclined to grant anticipatory bail to the petitioner.

6. Accordingly, this Criminal Original Petition is dismissed. Connected miscellaneous petition in closed.

02.08.2023

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