



Crl.O.P.No.19039 of 2023

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A.D.JAGADISH CHANDIRA, J.

The petitioners, who apprehend arrest at the hands of the respondent Police for the alleged offences punishable under Sections 417 and 406 of IPC, in Crime No.29 of 2023, on the file of the respondent police, seek anticipatory bail.

2. The case of the prosecution as per the *de facto* complainant / Priyadarshini is that she has completed Bachelor of Engineering and working as a Software Engineer. The first accused got in touch with the *de facto* complainant through a matrimonial website and had agreed to marry her and the first accused, on the assurance of marriage, had received a sum of Rs.10,50,000/- from the *de facto* complainant during the marriage arrangement. Later, the accused have received the money from the *de facto* complainant and attempted to cheat and when *de facto* complainant asked to return her money, the accused refused to repay the same and called off the marriage. Hence the case.



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3. Learned counsel for the petitioners submitted that the marriage was arranged between the first petitioner and the *de facto* complainant and during such time, the *de facto* complainant had given a sum of Rs.10,50,000/- to the petitioners for marriage expenses. However, due to misunderstanding between them, the marriage was called off and the *de facto* complainant had given a false complaint against the petitioners. He also submitted that the petitioners, having received the said amount from the *de facto* complainant, repaid a sum of Rs.3,15,000/- to the *de facto* complainant. Based on the undertaking given by the petitioners that the balance amount would be repaid to the *de facto* complainant, this Court had granted interim anticipatory bail to the petitioners in Crl.O.P.No.4770 of 2023 dated 17.03.2023 and since the petitioners were unable to keep up the commitment of paying the balance amount, this Court, by an order dated 28.07.2023, had dismissed the anticipatory bail application.

4. He further submitted that subsequently, the petitioners had renewed the application in Crl.O.P.No.19039 of 2023 and as on date, the petitioners have repaid the entire balance amount. The entire amount of Rs.10,50,000/- has been directly repaid to the *de facto* complainant by way of



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demand drafts drawn on various dates. He also submitted that there is no criminal intention on the part of the petitioners to cheat the *de facto* complainant and the marriage was called off only on account of misunderstanding between the parties. He further submitted that as on date, since the entire amount has been repaid to the de-facto complainant, the petitioners may be granted anticipatory bail.

5. Learned Government Advocate (Crl.Side) submitted that earlier this Court, taking into consideration the undertaking given by the petitioners that they would repay the entire amount received from the *de facto* complainant, had granted interim anticipatory bail to the petitioners in Crl.O.P.No.4770 of 2023 by an order dated 17.03.2023. However, since the petitioners failed to keep up the commitment, this Court, by an order dated 28.07.2023, had dismissed the earlier anticipatory bail application filed in Crl.O.P.No.4770 of 2023. He further submitted that it is now understood that the petitioners have repaid the entire amount of Rs.10,50,000/- to the *de facto* complainant by way of demand drafts.

6. The de-facto complainant is present before this Court. She



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submitted that on the assurance of marrying her, the first petitioner along with others had received a sum of Rs.10,50,000/-, which was handed over to the first petitioner by raising loans. She further submitted that she had also incurred heavy expenditure by way of interest on that loan. Further, now she has acknowledged the receipt of the total amount from the petitioners.

7. Heard both sides and perused the materials available on record.

8. Taking into consideration the facts and circumstances of the case and the submissions made by the learned counsel on both sides and also taking note of the fact that as on date, an amount of Rs.10,50,000/- is repaid to the *de facto* complainant and she has also acknowledged receipt of the same, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

9. Accordingly, 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 Metropolitan**



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Magistrate No.V,Egmore, on condition that the petitioners shall execute separate bond each 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 first petitioner shall report before the respondent Police on the first and third Saturday of every month at 10.30 a.m., until further orders. The petitioners 2 to 4 shall report before the respondent Police, as and when required for interrogation;

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

[d] the petitioners shall not abscond either during investigation or trial.

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[e] 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]**.

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

08.11.2023

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