



Crl.O.P.No.22833 of 2023

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C.V.KARTHIKEYAN, J.

The petitioners herein seek anticipatory bail in Crime No.121 of 2023 registered by the respondent Police for the offence under Sections 420 IPC and 66(d) of the Information Technology Act, 2002.

2. The learned counsel for the petitioners stated that the petitioners are innocent persons and they have been falsely implicated in Crime No.121 of 2023 registered by the respondent Police for the offence under Sections 420 IPC and 66(d) of the Information Technology Act, 2002. Thus, he seeks anticipatory bail to the petitioners.

3. It is stated by the learned Government Advocate (Crl.Side) that 1st petitioner is the wife of the 2nd petitioner and 3rd petitioner is the own daughter of 1st and 2nd petitioners. It is stated that the 1st petitioner is running a matrimonial service and used to arrange alliance for prospective brides and bride grooms. It is stated that the defacto complainant had approached the 1st petitioner seeking alliance for himself and had forwarded his horoscope to the 1st petitioner.



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4. It is claimed by the learned counsel for the petitioners that the 1st petitioner had forwarded a few matrimonial profiles to the defacto complainant. However, none of the alliances were fixed. Meanwhile, the 1st petitioner had developed a relationship with the defacto complainant and there was a constant telephonic conversation between the 1st petitioner and the defacto complainant. It is also stated that the defacto complainant had advanced amounts to help the 1st petitioner and details had also been stated in the petition, which would indicate that the 1st petitioner had received a total sum of Rs.9,00,000/- and the 1st petitioner had repaid a sum of Rs.1,00,000/- only. But however a balance amount of Rs.8,00,000/- is due and payable to the defacto complainant. But more importantly, there was a belief that there would be a marriage proposal offered to the defacto complainant.

5. The learned counsel for the petitioners states that after much difficulty, the 1st petitioner had borrowed money with higher interest and today produced before this Court a Demand Draft of Rs.1,00,000/-, which again would not be a sufficient amount for the loan of Rs.8,00,000/-.



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6. On the side of the respondent, it is stated that the fact that amounts were paid by the defacto complainant has been established and the fact that 1st petitioner had not returned back the amount had also been established. It is also stated that investigation could not even commence. It is a case where the 1st and 2nd petitioners apparently had taken advantage of their own daughter and projected that alliances could be determined. The defacto complainant had also sought an alliance in this way, and had progressed to advance a sum of Rs.9,00,000/- to the 1st petitioner. The defacto complainant seeks return of money. It is clear that an alliance could not be fixed for such a person.

7. However, keeping in view the seriousness of the offence and the fact that investigation could not even commence, the 3rd petitioner is alone granted anticipatory bail, since it is stated that she is a college going student. She is only a victim in the hands of the 1st and 2nd petitioners. I am not inclined to grant anticipatory bail to the 1st and 2nd petitioners, though it is stated that the 1st petitioner is ready and willing to pay a sum of Rs.1,00,000/-. A Demand Draft, had also been produced before this Court.



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During the course of enquiry, it can be offered to the defacto complainant and it is upto the defacto complainant to decide, whether he is willing to receive the amount. Investigation had not even commenced, though according to the petitioners, they had appeared for the enquiry two times.

8. Taking into consideration the facts and circumstances, this Court is inclined to grant anticipatory bail to the 3rd petitioner with certain conditions. Insofar as 1st and 2nd petitioners are concerned, this petition stands dismissed.

9. Accordingly, the 3rd petitioner is ordered to be released on bail in the event of arrest or on her appearance, within a period of fifteen days from the date on which the order copy made ready, before the **learned Judicial Magistrate, Ambattur, Chennai**, on condition that the 3rd 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, 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 3rd petitioner and the sureties shall affix their



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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 3rd petitioner shall report before the respondent police as and when required for interrogation on notice issued to her for appearance.

[c] the 3rd petitioner shall not tamper with evidence or witness either during investigation or trial;

[d] the 3rd 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 3rd petitioner in accordance with law as if the conditions have been imposed and the 3rd 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;

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