



Crl.O.P.No.22982 of 2023

Crl.O.P.Nos.22982, 23191 & 23024 of 2023
and Crl.M.P.Nos.16926, 16928 & 16931 of 2023

C.V.KARTHIKEYAN, J.

These applications along with Crl.O.P.No.23191 of 2023 came up for consideration on 17.11.2023, on which date, this Court had passed the following orders:-

"A1 has filed Crl.OP.No.23024 of 2023, A2 has filed Crl.OP.No.22982 of 2023 and A4 has filed Crl.OP.No.23191 of 2023, all in Cr.No.19 of 2023 registered by the respondent police for the offences under Sections 120B, 408, 420 r/w 506(i) of IPC on a complaint given by the defacto complainant dated 26.09.2023. There is also yet another accused/A5 which is a partnership firm and A3 who is said to be abroad but he has not approached this Court.

2. It is also contended that the defacto complainant is actually in some manner or the other directly or indirectly related to the first accused. Be that as it may, it is the case of the prosecution that the defacto complainant had stated that all the accused persons had held out a promise that they would induct her as a partner in the 5th accused partnership firm and as her capital, had further stated, that she should bring a



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substantial sum. In this connection, there had been transfer through bank account of a sum of Rs.1,57,62,500/- from the account of the defacto complainant to the account of the accused. It is also contended that a total sum of Rs.2,07,62,500/- had actually been paid and apart from bank transactions, the accused had executed promissory notes worth more than Rs.50,00,000/-. It is further stated that inspite of such promise being held out, the defacto complainant was not inducted as a partner. The money paid by her was also not returned to her. The entire issue surrounds, purchase of fish from fishermen in and around Ramanathapuram and selling them to companies which extract fish oil.

3. It is stated that the 5th partnership firm was doing business and selling fish to two separate companies namely M/s.Pearl City Marine and M/s.Sanchari Marine. It is stated that these companies would pay the amounts directly to the defacto complainant who should deduct her commission and pay the remainder back to the fifth accused. This was according to the learned counsel for the petitioners a complicated arrangement and therefore, it was held out that the defacto complainant could become a partner of the 5th accused partnership firm. But as it stands today, she is neither a partner nor has the money transferred by her and paid by her in cash been repaid back to her. Both the sides have produced a series of accounts and question the liability of each one of them. Let



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me not at this stage enter into a detailed discussion but, I would grant interim anticipatory bail to the petitioners in Crl.OP.Nos.22982 and 23024 of 2023 on conditions.

4. In so far as the petitioner/A4 in Crl.OP.No.23191 of 2023 is concerned, it is mentioned that she is the daughter-in-law of the first accused. Taking all the facts into consideration, this Court is inclined to grant anticipatory to petitioner/A4.

*5. Accordingly, the petitioners in Crl.OP.Nos.22982 and 23024 of 2023 are directed to be released on **interim anticipatory bail till 18.12.2023** 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, Tambaram** on condition that each of the said petitioners shall execute separate bonds 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 in Crl.OP.Nos.22982 and 23024 of 2023 shall jointly deposit a sum of **Rs.60,00,000/-** to the credit of **Cr.No.19 of 2023** before the **learned Judicial Magistrate-I, Tambaram** within a period of six weeks from the date of*



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receipt of copy of this order and on such deposit, the learned Judicial Magistrate-I, Tambaram may hand over a sum of Rs.40,00,000/- to the defacto complainant and the balance amount of Rs.20,00,000/- may be transferred it to an interest bearing fixed deposit account over which final orders can be passed at the conclusion of trial or at the stage when the accounts between two parties are reconciled.

(b) the petitioner/A2 in Crl.OP.22982 shall report before the respondent police every day till the amount of Rs.60,00,000/- is actually deposited to the credit of Crime No19 of 2023.

(c) the petitioner/A1 in Crl.OP.No.23024 of 2023 shall report before the respondent police on every Saturday at 10.30 a.m., till the amount is actually deposited.

*6. The petitioner/A4 in Crl.OP.No.23191 of 2023 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-I, Tambaram** on condition that the petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten Thousand only)** with two sureties, 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:*



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[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/A4 in Crl.OP.No.23191 of 2023 shall report before the respondent police on every Saturday at 10.30 a.m., till the amount is actually deposited.

[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.

7. The respondent/Investigating agency may also issue notice under Sections 41A of Cr.P.C to the accused and also to the defacto complainant and may try to balance the accounts and payments to be made to the defacto complainant.



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The respondent shall file a Status Report about the petitioners' cooperation during the course of investigation and about the deposit as directed.

8. For reporting compliance, post these matters once again on 18.12.2023. On that date, if there is compliance, further orders would be passed relating to referring these matters to mediation to enable settlement of accounts."

2. It is now represented that in compliance with the directions of the aforementioned orders, a sum of Rs.60/- lakhs had been paid, but however, directly to the defacto complainant. It was directed to be deposited to the credit of the crime number and the direction was that a sum of Rs.40/- lakhs has to be handed over to the defacto complainant by the Judicial Magistrate No.1, Tambaram and the balance to be transferred to an interest earning fixed deposit account over which final orders can be passed on conclusion of trial.

3. The petitioners and the defacto complainant had taken a decision to pay to receive entire amount of Rs.60/- lakhs. This was not the order which had been passed.



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4. The learned counsel for the intervenors stated that there is a balance amount to be paid. If the petitioner and the defacto complainant have come to an understanding, it is not for this Court to sit over and examine that particular understanding and ensure that it is complied with. Since an order had been passed, and they had entered into an agreement by-passing the order of this Court, specifically no direction is given about payment of balance amount by the accused to the defacto complainant, since, they had entered into an independent agreement over looking the fact that the Court is seized of the matter.

5. It is stated that A3 is in abroad. The respondent, after completing due procedure and if A3 is required for interrogation take appropriate steps to ensure that look out notice is issued so far as A3 is concerned.

6. In view of that particular fact, this Court is inclined to grant



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anticipatory bail to the petitioner with certain conditions. Accordingly, the petitioner is 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, Tambaram, Chennai**, on condition that the petitioner shall execute a separate bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) each with two sureties 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 report before the respondent police everyday at 10.30 a.m., until further orders.

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



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[d] the petitioners 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 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.

7. Consequently, connected miscellaneous petitioners are ordered.

20.03.2024

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