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Crl.O.P.No.23495 of 2023

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C.V.KARTHIKEYAN, J.

The petitioner/A1 who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 120B, 420, 465, 467, 468 and 471 of IPC in Crime No.178 of 2023, seeks anticipatory bail.

2.It is the case of the prosecution that the petitioner, Proprietor of M/s.HMB Foods in business of hotel business at Perambur, Chennai had obtained term loan for the limit of Rs.85 Lakhs from the defacto complainant, Bank of Baroda, Kolathur Branch, Villivakkam, Chennai. It is stated that credit facility was also obtained for the purpose of renovation of hotel. It is also stated that the bank had also disbursed a sum of Rs.46,79,495/- though the sanction was for a limit of Rs.85,00,000/-. It is only appropriate that the amount was so disbursed, because it should be only within a sanctioned limit and not above the



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sanction limit and some leverage must be given to public bank. That is what exactly happened and the petitioner defaulted in repayment.

3.It is stated that, in this connection, though the petitioner claimed that he had been repaid an amount of Rs.1,42,764/- every month, there was a further demand from the defacto complainant to settle the entire dues within a specific time period. It is also very specifically stated that the petitioner had produced as documents of title forged documents on the basis of which, the loan had been granted.

4.The learned counsel for the intervener / bank had raised very serious objection by stating that, in view of the fact that the documents are forged, it would be extremely difficult to the intervener / bank to bring that particular property, which had been offered as security to auction and realize the loan amount. It is under these circumstances that the complaint had been lodged.



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5.The learned Government Advocate (Criminal Side) also confirmed the fact that title deeds with forged documents had been produced by the petitioner herein.

6.Pending this petition, the learned counsel for the petitioner stated that he would give a proposal for settlement of the entire loan and it is stated that it had been insisted that he should repay the entire amount within a period of two months and the petitioner had also given a Confirmatory Letter in that regard.

7.The learned counsel for the intervener further raised a doubt about honouring of this particular Confirmation Letter.

8.But however, since the letters had been exchanged and the petitioner had also given a demand draft for the initial payment, this Court is inclined to grant anticipatory bail to the petitioner, directing him to give a proposal for the repayment of the loan and the Confirmatory Letter and file the same along with an affidavit before the Special Court for CCB Cases at Egmore, Chennai and with certain conditions.



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9. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the Special CCB Court at Egmore, Chennai, on condition that the petitioner shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) **with two sureties out of which, one of the sureties shall be for a sum of Rs.1 lakh and the other surety shall be for a sum of Rs.25,000/-** 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 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 shall report before the respondent police daily at 10.30 a.m., for a period of two weeks and thereafter weekly once i.e., on every Monday at 10.30 a.m for a period of two weeks and thereafter as and when required for interrogation.



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[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.

10.If any of the terms of undertaking given by the petitioner is violated or breached, either the respondent or the intervener are at liberty to file an application seeking cancellation of this order.

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