



Crl.O.P.No.2381 of 2023

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WEB C **T.V.THAMILSELVI, J.**

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 420 & 506(i) IPC read with 34 IPC, in C.C.B.Cr.No.29 of 2018, on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the accused persons were running a Firm involved in processing and export of Prawns. It is alleged that the defacto complainant company, who is the trader of Prawn, has supplied Prawns to the firm of the accused persons on credit basis. There was money due payable on the side of the accused persons to the tune of Rs.8.16 Crores. When the said amount was demanded by the defacto complainant company, the accused persons have said to have refused to pay the money and also threatened the defacto complainant with dire consequences. Hence, the Law Enforcing Agency registered a case against the petitioner.

3. The learned counsel for the petitioner would submit that the petitioner has not committed any offence as alleged by the prosecution and he



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has been falsely implicated in this case. Hence, the learned counsel prays to grant anticipatory bail to the petitioner.

4. The learned Intervenor appearing for the defacto complainant raised strong objections stating that the petitioner had misappropriated a sum of Rs.8,16,00,000/- from the defacto complainant. Hence, he opposed to grant anticipatory bail to the petitioner.

5. The learned Additional Public Prosecutor appearing for the respondent would submit that there was money due payable on the side of the accused persons to the tune of Rs.8.16 Crores. When the said amount was demanded by the defacto complainant company, the accused persons have said to have refused to pay the money and also threatened the defacto complainant with dire consequences. He further submitted that there was a Memorandum of Understanding between the parties in which the petitioner/A4 along with other accused/A1 agreed to pay the balance amount of Rs.1,90,00,000/- (Rupees One Crore and Ninety Lakhs Only) in Nineteen monthly instalments at 10,00,000/- (Rupees Ten Lakhs only) per month. Remaining balance of Rs.10,00,000/- is yet to be paid by the petitioner herein.



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6. When the matter came up for hearing today, the learned counsel for the petitioner agreed to pay a sum of Rs.7,00,000/- (Rupees Seven Lakhs only) to the defacto complainant and the learned counsel for the intervenor also agreed to the above. In view of the above, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

7. Accordingly, the 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 of receipt of a copy of this order, before the learned **Special Court for CCB & CBCID, Egmore, Chennai-8**, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand Only), with two sureties (out of which one surety should be blood surety) 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 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.



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[b] the petitioner shall report before the respondent police every Wednesday at 10.30 a.m., for a period of four months and thereafter as and when required.

[c]The petitioner is directed to pay a sum of Rs.7,00,000/- (Rupees Seven Lakhs Only) to the credit of Crime No.29 of 2018 without prejudice to her claim with in a period of three weeks from the date of receipt of copy of this order before the concerned Magistrate and on such deposit the defacto complainant is permitted to withdraw the above said amount by filing an undertaking affidavit.

[d]the petitioner shall not tamper with evidence or witness either during investigation or trial.

[e]the petitioner shall not abscond either during investigation or trial.

[f] 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].

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

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