



Crl.O.P.Nos.28023, 28025 & 28027 of 2023

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C.V.KARTHIKEYAN, J.

The petitioner/A-1 has filed Crl.O.P.No. 28025 of 2023. The petitioner/A-2 has filed Crl.O.P.No. 28023 of 2023. The petitioner/A-3 has filed Crl.O.P.No. 28027 of 202, all in Cr.No. 241 of 2023 registered under Sections 406, 420 and 120-B of IPC.

2. The case of the prosecution is that the defacto complainant had approached the first and second accused company Pure Minerals for supply of granite. The defacto complainant had made a payment of Rs.67,75,500/- during the period between 2010-2014. It is contended that the petitioners herein did not supply granite to the defacto complainant. It is contended that the petitioners had threatened the defacto complainant. It was under those circumstances states that the complaint had been lodged and FIR had been registered.

3. It is the contention of the learned Senior Counsel for the petitioners as seen in the petition filed that the transactions had happened between the years 2010-2014. It is contended that the third accused is not either directly or indirectly connected with the company called Pure Minerals, and incidentally happens to be son of the first accused. The accused Nos. 1 and 2 are the partners of Pure Minerals. It had also been contended that the defacto complainant had failed to take delivery of granite at the site of the petitioner herein. It is also contended that the



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first accused had refunded an amount of Rs.11,50,000/- to the defacto complainant through bank account. There being disputes over settlement and not taking of supply and about the amounts paid and the amounts repaid, it would only be appropriate that all the issues are investigated by the respondents.

4. The learned Senior counsel on behalf of the petitioner stated that without prejudice to the contentions, they would come forward to deposit a sum of Rs.25/- lakhs to the credit in Crime No. 241 of 2023. Accordingly, an affidavit has been filed by the first accused wherein, he had stated as follows:-

“3. Without prejudice to our contentions and without this constituting any admission of liability on our part, we are willing to deposit a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) to the credit of Cr.No. 241 of 2023 on the file of XVIII Metropolitan Magistrate Court, Saidapet, Chennai, on any day as per the direction of this Hon'ble Court. The petitioners are also ready to comply with any conditions imposed by this Hon'ble Court for grant of bail.”

5. The learned counsel for the defacto complainant is also present and it is contended by the learned counsel that the deposit of Rs.25/- lakhs would not even cover a portion of the total amount due, namely,



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Rs.67,50,000/-. It is therefore contended that the Court should consider enhancement of the said amount of deposit. There are rival disputes over fact of placing of order, supply and not taking supply from the site of the petitioners and demand for repayment and repayment atleast at Rs.11,50,000/-.

6. It would only be appropriate that this Court permits the petitioners herein to deposit a sum of Rs.25/- lakhs as stated to the credit in Crime No. 241 of 2023. The said amount is to be invested in fixed deposit by the XVIII Metropolitan Magistrate Court, Saidapet, Chennai. If any payment out is required by the defacto complainant for the undisputed amounts, necessary application can be filed before the XVIII Metropolitan Magistrate Court, Saidapet, Chennai seeking such permission and on perusal of the records, appropriate orders may be passed by the learned XVIII Metropolitan Magistrate Court, Saidapet, Chennai. Time is granted for depositing the said amount till 12.01.2024.

7. Taking into consideration all the facts, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

8. 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 XVIII Metropolitan Magistrate Court, Saidapet, Chennai – 600 015, on condition that the petitioners shall execute a separate bond for a sum of Rs.10,000/- (Rupees Ten thousand only) each with two sureties each for a like sum to the satisfaction of the respondent police or the



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police officer who intends to arrest or to the satisfaction of this Court 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 appear before the respondent police daily at 10.30 a.m., until further orders.

[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.

[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.

21.12.2023

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