



WEB COPY

CRL OP(MD)



23

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Date : 14/02/2023

PRESENT

The Hon`ble Mr.Justice A.D.JAGADISH CHANDIRA

CRL OP(MD). No.896 of 2023

S.Narendhirakumar

... Petitioner/Accused Rank No.1

Vs

1. State rep. By the
The Inspector of Police,
All Women Police Station,
Paramakudi,
Ramanathapuram
(In Crime No.27 of 2022)

... Respondent/Complainant

2. R.Ramya Sri

...Respondent/Defacto complainant

For Petitioner : Mr.B.Arun, Advocate

For R1 : Mr.A.Albert James,
Government Advocate (Crl.Side)

For R2 : Mr.G.Saravanan, Advocate

PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C

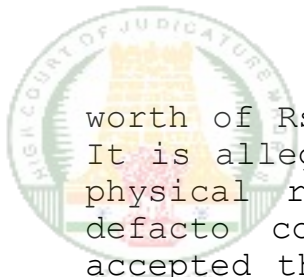
PRAYER :-

For Anticipatory Bail in Crime No.27 of 2022 on the file of the respondent Police.

ORDER : The Court made the following order :-

The petitioner/accused rank now known, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 417, 420 of I.P.C., in Crime No.27 of 2022 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution, as per the defacto complainant Ramya Sri is that her marriage with the first accused was solemnized on 08.12.2021 with the blessing of the family members at Paramakudi. The accused has been in possession of marriage, 60 sovereigns of gold jewels and articles



worth of Rs.2 lakhs and a Scooty worth of Rs.1,10,000/- we: 1. It is alleged that after marriage, the first accused could not have physical relationship with the defacto complainant and when the defacto complainant called him to take treatment, he has not accepted the same. It is further alleged that though the accused 2 to 5 have already known the fact that the first accused is not fit for marriage, they have arranged the marriage with the defacto complainant. Hence, the complaint.

3. When the matter is taken up for hearing, the learned counsel for the petitioner and the learned counsel for the de-facto complainant would submit that this Court had referred the matter for mediation on 12.01.2023. The dispute has been settled between the parties and they have also entered into a memorandum of undertaking before the mediation, which reads as follows:-

"The following settlement has been arrived at between the parties hereto:

A. Both parties agreed to settle the matter and they assured to live together;

B. Settlement attached herewith

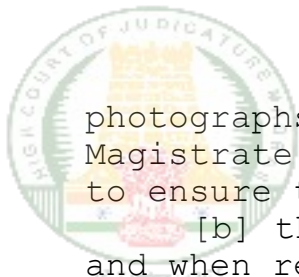
By signing this settlement agreement the parties hereto state that they have no further claims or demands against each other with respect to CrI.O.P(MD)No.23007 of 2022 and CrI.O.P(MD)No.896 of 2023 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation"

4. Heard. Perused the materials available on record including the First Information Report and also the terms of settlement.

5. Considering the facts and circumstances of the case and also considering the fact that the matter has been settled before the mediation, this court is inclined to grant anticipatory bail to the petitioner with certain conditions:

6. 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 learned Judicial Magistrate, Paramakudi, on condition that the petitioner shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five 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 petitioner and the sureties shall affix their



photographs and Left Thumb Impression in the surety bond. 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 as and when required for interrogation;

[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 abscond, a fresh FIR can be registered under Section 229A IPC.

7. In the event of the petitioner failing to honour the terms of settlement, the second respondent/de-facto complainant is entitled to move an application for cancelling the anticipatory bail order.

sd/-

14/02/2023

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/02/2023

Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

cm

TO

1. THE JUDICIAL MAGISTRATE, PARAMAKUDI,

2. DO THROUGH THE CHIEF JUDICIAL MAGISTRATE, RAMANATHAPURAM.

3. THE INSPECTOR OF POLICE,
ALL WOMEN POLICE STATION,
PARAMAKUDI, RAMANATHAPURAM.

4. THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1 CC to M/s.B.ARUN, Advocate (SR-2317[I] dated 15/02/2023)

ORDER IN

CRL OP(MD) No.896 of 2023

Date :14/02/2023

RK/BUC/SAR-3 (27/02/2023) 3P/6C

<https://www.mhc.tn.gov.in/judis>