



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Date : 18.04.2023

PRESENT

The Hon`ble Mr.Justice G.K.ILANTHIRAIYAN
CRL OP(MD)No.7144 of 2023

WEB COPY

Ravi Narayanan

... Petitioner

Vs

State Rep.by
The Inspector of Police,
District Crime Branch,
Madurai District.
(Crime No.11 of 2023)

... Respondent

For Petitioner : Mr.D.Kirubakaran

For Respondent : Mr.R.M.Anbunithi,
Additional Public Prosecutor.

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

PRAYER :-

For Anticipatory Bail in Crime No.11 of 2023 on the file of the Respondent Police.

ORDER : The Court made the following order :-

The petitioner/A2, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 IPC in Crime No.11 of 2023 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the defacto complainant is a resident of France and he was interested in investing money in India and for the same his brother-in-law one K.Muthuramasubramanyam introduced his friend one A.S.Vishnuvarthan, first accused, who is running a petrol station in the name and style of M/s.Asha Jothi Agency. The first accused invited the defacto complainant to invest in petrol station with the profit share of 50%. Since then the defacto complainant has given amount to the first accused to the tune of Rs.1,01,54,640/-. The first accused and the petitioner herein are existing partners in the petrol station dealership with bharath petroleum the petitioner herein relinquished his 25% share and was willing to exit the partnership and in this regard, defacto complainant, first accused and the petitioner entered into an agreement of re-construction of dealership. Therefore, the



petitioner executed an agreement notary to exit the M/s.A. [illegible] agency (partnership firm) with a consideration amount nad the same was notarized. After a few weeks, the defacto complainant went back to France due to pandemic situation. Therefore, the defacto complainant's brother-in-law oversaw the business along with the first accused and updated informations related to the business periodically to the defacto complainant. After two years, when the defacto complainant returned to India he came to know that the petitioner, who exited from the firm, continued to run the business along with other persons. Thereafter, the defacto complainant asked to return the money which was given to the first accused and the petitioner, whereas, refused to pay the money. Therefore, the defacto complainant caused notice to the Barath Petroleum company not to accept any other document except the reconstruction agreement. Hence, the case.

3.Heard both sides and perused the materials available in the record.

4.Even according to the case of the complainant, he entrusted a sum of Rs.1,01,54,640/- with A1 in order to share profit in partnership firm. Thereafter, A1 denied partnership and also failed to share profit. It is commercial transaction and all the allegations are civil in nature. As far as the petitioner is concerned, he had no specific overt act as alleged by the prosecution. Therefore, custodial interrogation of the petitioner does not require in this case.

5.Considering the above facts and circumstances of the case, 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 No.1, Madurai on condition that the petitioner shall execute a bond 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 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, 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 absconds, a fresh FIR can be registered under Section 229A IPC.

sd/-

18/04/2023

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/04/2023

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

GNS

TO

1.THE JUDICIAL MAGISTRATE NO.1, MADURAI

2.DO-THROUGH,
THE CHIEF JUDICIAL MAGISTRATE, MADURAI.

3.THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH, MADURAI DISTRICT.

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

+1. CC to M/S.KIRUBAKARAN.D Advocate SR.No.6074, dt.19.04.2023.

ORDER

IN

CRL OP(MD) No.7144 of 2023

Date :18/04/2023

SI/(27.04.2023) 3P/6C