



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)
Reserved On : 11/01/2023
Delivered On : 24/01/2023
PRESENT

WEB COPY

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

CRL OP(MD) . No.13487 of 2022

1. P.Vanjinathan

2. V.Kiruthika

3. S.Prakasam

... Petitioners/Accused Nos.1,2 & 4

Vs

The State rep.by
The Inspector of Police,
Central Crime Branch,
Madurai City,
Madurai.
(Crime No.18/2022).

... Respondent/Complainant

For Petitioners : M/s.SIVA L, Advocate

For Intervenor : Mr.P.SAMUEL GUNASINGH, Advocate

For Respondent : Mr.P.KOTTAI CHAMY
Government Advocate (Crl.Side)

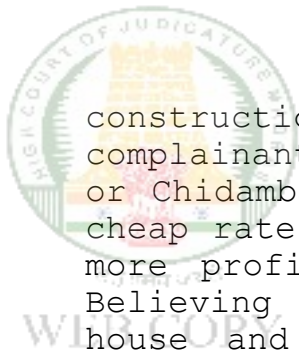
PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C

PRAYER :- For Anticipatory bail in Crime No.18/2022 on the file of the respondent police.

ORDER : The Court made the following order :-

The petitioners/A1, A2 & A4, who apprehend arrest at the hands of the respondent police for the offences under Sections 120(B), 406, 420 and 506(i) IPC in Crime No.18 of 2022, seek anticipatory bail.

2.The case of the prosecution is that the de-facto complainant, was residing at Singapore and doing construction business in the name and style of "VV Engineering & Trading Private Limited" at Singapore. The first accused who is working as Site Manager at A+ Engineering Private Limited at Singapore had induced the defacto complainant to invest into their business, on the assurance of getting good returns. When the de-facto complainant expressed his willingness to invest money in positive returns like



construction field or real estate, A1 informed the complainant that a passenger bus route Mayiladuthurai to Chidambaram or Chidambaram to Srimushnam with bus is available for sale at the cheap rate of Rs.1,80,00,000/- to Rs.2,00,00,000/- and they can get more profit and also sell the same with good profit in future. Believing the words of A1, the de-facto complainant pledged his house and transferred the money to his father's Bank account, following the same, he transferred the amount to the accused persons in various occasions. Since the accused persons had not given proper reply to the de-facto complainant, he came to India on 01.09.2021 and due to stress and mental agony, he lodged a complaint before the Commissioner of Police, Madurai and hence, the case.

3. When the matter was listed for hearing on 23.12.2022, it was submitted by the learned counsel for both sides that the matter arose out of financial dispute between the parties and settlement has been arrived between them. It was also stated that the first petitioner had agreed to repay an amount of Rs.3,00,00,000/- in six installments (Rs.50,00,000/- each) to the de-facto complainant. Pursuant to the same, the matter was listed on 05.01.2023, thereafter, on 11.01.2023. On 11.01.2023, the first petitioner Vanjinathan has also filed an affidavit before this Court. The contents of the same are extracted hereunder:

AFFIDAVIT OF VANJINATHAN

"I, VANJINATHAN, S/o.Prakasam, residing at Perlyakuthavakkaral, Kollidam, Anaikaran Chathiram, Sirkall Taluk, Mayiladuthural District had temporarily had come down to Madurai, do hereby solemnly affirm and sincerely state as follows:

1. I state that I am one of the petitioners herein as well as the accused No.1 in the FIR in Crime No.18 of 2022 which was registered by the 1st respondent police for the offences under section 406, 420, 120(B) and 506 (1) of I.P.C., and I am competent enough to sworn this affidavit on behalf of the 2nd and 3rd petitioners too as they are my wife and father respectively and that I am well acquainted with the facts and circumstances of the case.

2. I further state that I have a petition seeking anticipatory bail before this Hon'ble Court in Crl.O.P. (MD) No.13487 of 2022 along with my wife Kiruthika (Accused No.2) and my father Prakasam (Accused No.4). When the same is pending consideration before this Hon'ble Court, some settlement has been arrived and that I am ready to settle the issue under the following terms of settlement with the defacto complainant:

a. That the property located in Survey No. 29/4, (UDR Survey No. 29/42 0.03.0), Shakthi Nagar, Usupoor Village, Chidambaram Taluk, Cuddalore District measuring 3194 Sq.ft, now as the original document



is under the custody of the Indian Bank, Chidhambara Branch, Cuddalore District as a collateral for the loan which was obtained earlier, I am executing a registered Power Deed in favor of the defacto complainant on or before 30.12.2022, after settling the loan amount due to the branch I am ready to execute the Sale Deed in favor of the defacto complainant which is not later than 15th day of February 2023, before which I am executing a registered sale agreement for the same too.

b. The property abovementioned is worth about Rs.1,20,00,000/- (Rupees One Crore and Twenty Lakhs Only), however the entire amount to be settled is around Rs.4,20,00,000/- (Rupees Four Crores and Twenty Lakhs Only). Hence, for the remaining amount payable i.e., Rs.3,20,00,000/- (Rupees Three Crores and Twenty Lakhs Only), hereby I am entrusting my postdated cheques as tabulated hereunder:

S.N o	Cheque No	Cheque Amount	Date
1	700431	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.03.2023
2	700432	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.04.2023
3	700433	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.05.2023
4	700434	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.06.2023
5	700435	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.07.2023
6	700436	Rs.50,00,000/- (Rupees Fifty Lakhs Only)	30.08.2023

That I will honor the cheques as mentioned in the tabulation above, failing which the defacto complainant is at liberty to take appropriate action in accordance with law.

3. I further submit that from the abovesaid terms and conditions I am entering into compromise with the defacto complainant and that if at all I am getting funds in the interregnum period, I assure before this Hon'ble Court that I will settle the issue and get back my cheques, at the same time if I am not able to fulfil the terms and conditions as stated above, the defacto complainant is at full liberty to take steps in accordance with law.



I therefore pray that this Hon'ble Court may be pleased to enlarge me as well as the other petitioners on bail in the event of their arrest by the respondent Police in Crime No.18 of 2022 on the file of the Inspector of Police, City Crime Branch, Madurai City and thus render justice."

4.The parties have also filed a joint memo of compromise before this Court. The contents of joint memo of compromise are extracted hereunder:

JOINT COMPROMISE MEMO

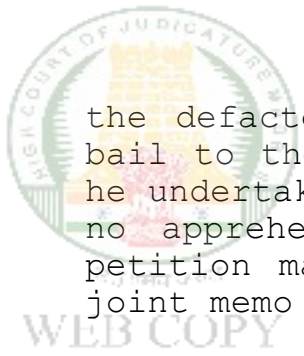
"1. The petitioners and the 2nd respondent would jointly submit that at the instance of the 2nd respondent, the case in hand was came to be registered as FIR in Crime No. 18 of 2022 for the offence under sections 406, 420, 120(B) and 506(1) of 1.P.C. of IPC and when the matter was pending adjudication, at the advice of the elders and well-wishers of the petitioners as well as the 2nd respondent, a compromise solution has been arrived between them in which the 2nd respondent with open mind is being present before this Hon'ble Court for saying no objection for the for granting anticipatory bail to the petitioners herein and upon fulfilling the conditions as stated in the affidavit sworn by the 1st petitioner for himself and other petitioners, the 2nd respondent will be giving no objection for quashing of the FIR.

2. The petitioners and the 2nd respondent would jointly submit that the decision with regard to the compromise had been taken on their own will and the 2nd respondent based on their own voluntariness only comes forward to support the petitioner in this regard and absolutely there is no influence or coercion acted upon in this context and to that effect an affidavit stating all the averments has also been sworn by the 1st petitioner herein on behalf of 2nd and 3rd petitioner too and the same is also a part of this Joint compromise memo.

The petitioners and the 2nd respondent would therefore pray that this Hon'ble Court may be pleased to accept this joint compromise memo and thus render justice.

Dated at Madurai on this the 5th day of January, 2023."

5.Today, the petitioners and the defacto complainant were appeared before this Court and they were identified by their respective counsels. They would submit that in view of compromise,



the defacto complainant has no objection in grant of ant: by bail to the petitioners. The first petitioner also submitted that he undertakes to abide by the terms of compromise and since there is no apprehension of arrest, the petitioners would pray that the petition may be closed, based on the affidavit of undertaking and joint memo of compromise filed before this Court.

6.The learned counsel for the intervenor would submit that in the event of petitioners not complying with the undertaking and the terms of the joint memo of compromise, the intervenor may be permitted to file necessary petition for cancellation of anticipatory bail.

7.The learned Government Advocate (Crl.Side) would submit that the parties have compromised the matter between themselves and in view of that the respondent has no intention of arresting the petitioners/accused.

8.Taking into consideration of the facts and circumstances of the case and considering the fact that the first petitioner has also filed an affidavit of undertaking, on behalf of other petitioners and they have also entered into joint memo of compromise, dated 05.01.2023, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

9.Accordingly, this Criminal Original Petition is allowed and the petitioners are ordered to be released on bail in the event of arrest or their appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned **Judicial Magistrate, No.I, Madurai**, on condition that the petitioners shall execute a 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 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 petitioners and the sureties shall affix their photographs and left thumb impression in the surety bond and the learned Magistrate may obtain a copy of their Aadhar card or bank pass book to ensure their identity;

(b)the petitioners shall report before the respondent Police as and when required for interrogation;

(c)the petitioners shall not tamper with the 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 [(2022) 5 SCC 556]**; and;

(f) if the accused/ petitioners thereafter absconds, a fresh FIR can be registered under Section 229-A IPC;

(g) however, it is made clear that in the event of petitioners not complying with the condition as per the affidavit of undertaking and the terms of the Joint memo of compromise, the intervenor is at liberty to file necessary application seeking to cancel the bail;

(h) The affidavit of undertaking filed by the first petitioner and joint memo of compromise filed by both parties shall form part and parcel of the record.

sd/-

24/01/2023

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/01/2023

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

PNM
TO

- 1 THE JUDICIAL MAGISTRATE NO.I, MADURAI.
- 2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE, MADURAI DISTRICT.
- 3 THE INSPECTOR OF POLICE,
CENTRAL CRIME BRANCH,
MADURAI CITY,
MADURAI.
- 4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI.

ORDER

IN

CRL OP(MD) No.13487 of 2022
Date :24/01/2023

SA/SSS/SAR.2/01.02.2023/6P/5C