



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)
Date : 16.03.2023
PRESENT

The Hon'ble Mr. Justice G.K.ILANTHIRAIYAN

CRL OP(MD).No.19995 of 2022

Rajendran ... Petitioner/Sole Accused
Vs.

The State represented by
The Inspector of Police,
District Crime Branch,
Thanjavur District.
(In Cr.No.30 of 2022) ... Respondent/Complainant

Sivakumar ... Petitioner/De facto Complainant
In Crl.MP(MD).14855/2022
in Crl.OP(MD).19995/2022

For Petitioner : Mr.M.Karunanithi
Advocate.

For Respondent : Mr.B.Thanga Aravindh
Government Advocate (Crl.side)

For Intervenor : Mr.R.Sundar, Advocate

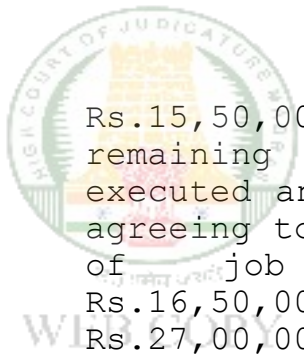
PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C.

PRAYER :- For an Anticipatory Bail in Crime No.30 of 2022 on the file of the respondent police.

ORDER : The Court made the following order :-

The petitioner, who is the Accused, apprehending arrest at the hands of the respondent police for the offence punishable under Sections 406 and 420 of IPC, on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant is a retired Forest Range Officer and on 14.03.2016, the petitioner herein, who is working in LIC, has received a sum of Rs.10,50,000/- from the defacto complainant on the pretext of getting job for his son in Mercantile Bank. But he has not provided any job for the defacto complainant's son and the petitioner has also received Rs.32,00,000/- towards execution of LIC bond in favour of the defacto complainant's son. Out of which, the petitioner gave LIC bonds in favour of the defacto complainant's son for only a sum of



Rs.15,50,000/- and he did not execute any other bond. The remaining amount of Rs.16,50,000/-. Further, the petitioner has executed an acceptance letter in favour of the defacto complainant agreeing to pay a sum of Rs.10,50,000 received towards for providing of job to the defacto complainant's son and Rs.16,50,000/- received towards LIC bond and totally a sum of Rs.27,00,000/- to the defacto complainant. But the petitioner did not provide any job to the defacto complainant's son and did not repay the said amount. Hence, the complaint.

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

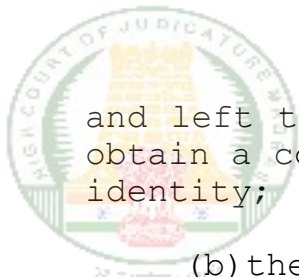
4. It is seen that according to the case of the defacto complainant, he paid a sum of Rs.27,00,000/- in order to get job for his son by the petitioner. After receiving the amount, the petitioner failed to get any job and also refused to return the amount. Therefore, the defacto complainant lodged a complaint before the respondent police and the same was not considered. Therefore, he was constrained to file a petition in CrI.M.P.No.52 of 2020 before the Judicial Magistrate, Thanjavur under Section 156(3) and 200 of Cr.P.C., Thereafter, enquiry was conducted by the respondent, in which, both parties settled the issue by executing a sale deed in favour of the defacto complainant and subsequently, the said final report filed before the learned Judicial Magistrate No.2, Thanjavur was closed.

5. Further, the defacto complainant submitted that the said compromise was not recorded and without his absence, simply closed the complaint. Therefore, again he filed another petition under Section 156(3) of Cr.P.C., in which, now the respondent registered FIR in Crime No.30 of 2022 for the very same set of allegation. Even while pending FIR, the petitioner issued a cheque in favour of the defacto complainant and the same was dishonored for the reasons that 'insufficient fund'. Therefore, the petitioner punishable under Section 138 of Negotiable Instruments Act.

6. Considering the facts and circumstances of the case, 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 his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.II, Thanjavur, 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 to the Police Officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:

<https://www.mhc.org.in> (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 10.00 a.m for a period of four 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]**; and;

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

sd/-

16/03/2023

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

VSD

TO

1 THE JUDICIAL MAGISTRATE NO.II, THANJAVUR.

2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
THANJAVUR DISTRICT AT KUMBAKONAM.

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

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

+1. CC to M/S.R.SUNDAR, Advocate SR.No.4441

ORDER IN

CRL OP(MD) No.19995 of 2022

Date :16/03/2023

SA/MMS/SAR.2/28.03.2023/3P/6C

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