



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.03.2024

CORAM

THE HONOURABLE MR. JUSTICE **C.V.KARTHIKEYAN**

CrI.O.P.No.321 of 2024

R.Chandrasekaran

... Petitioner/Defacto Complainant

Vs.

1.E.M.Samson

2.Saraswathi

3.Vimalraj

4.The State, represented by
The Inspector of Police,
D2 Police Station,
Anna Salai, Chennai – 600 002.
(Crime No.228 of 2023)

... Respondents

Prayer: Criminal Original Petition filed under Section 439(2) Cr.P.C. to cancel the order of anticipatory bail granted to the respondents/Accused -1 to 3 herein dated 07.12.2023 made in CrI.M.P.No.31147 of 2023 on the file of the Principal Sessions Court, City Civil Court, Chennai.

For Petitioner
For Respondents
For R4

: Mr.G.Murali
: Mr.R.Vinothraja
Government Advocate (CrI. Side)

For RR1 to 3 : Mr.B.Thirumalai



ORDER

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This petition has been filed seeking to cancel the order granting anticipatory bail by the Principal Sessions Judge, Chennai, to A1 to A3 in FIR in Crime No.228 of 2023, registered by the respondent police for the offence under Sections 406, 420 & 120(B) of IPC.

2.It is seen from the records that FIR in Crime No. 228 of 2023 had been registered on a complaint given by the petitioner herein, wherein he had stated that A1 and A2 had entered his office and assaulted him and robbed the original documents, cheques and Promissory Notes which have been given by A1 to the defacto complainant at the time of borrowing hand loan in the year 2022.

3.It is also stated that A1 and A4 had borrowed a sum of Rs.29,00,000/- and A1 and A3 had borrowed a sum of Rs.16,00,000/-. It is further stated that the accused had failed to repay any amount. It is also stated that the defacto complainant approached A1 and A4 to sell his agricultural land at Madampakkam and promised to give service charges for obtaining approval of the patta from the concerned authorities. It is also stated that A1 and A4 got approval of the patta. Thereafter, A1 and A3 had borrowed a sum of Rs.10,00,000/- as hand loan and handed over the property documents, cheques



and Promissory Notes as security. It had been stated that a sum of Rs.4,00,000/-

and interest had been paid and the balance amount due was Rs.6,00,000/-. This statement of the learned counsel for the accused is very seriously disputed by the defacto complainant.

4.However, the learned Principal Sessions Judge, Chennai, had directed grant of anticipatory bail to A1 to A3, on deposit of a sum of Rs.3,00,000/-. Before this Court, bank statements had been produced by the defacto complainant, to show the transactions between the defacto complainant and each one of the accused and the learned counsel stated that the amount runs to more than Rs.40,00,000/-.

5.It is very specifically stated that all these facts had not been considered while granting anticipatory bail by the learned Principal Sessions Judge. But however, it must also be noted that while granting anticipatory bail there is a balance made between the representations made by either side. On the side of the prosecution/defacto complainant, it is alleged that the loan was Rs.45,00,000/-. On the side of the accused, it is contended that the loan was Rs.10,00,000/- and there has been repayment of Rs.4,00,000/- and the balance of Rs.6,00,000/- alone is payable. When two conflicting versions are presented,



8. Holding as above, the petition seeking cancellation of anticipatory bail is dismissed. It would be only appropriate that the defacto complainant concentrates on tendering credible and admissible evidence during the course of trial to establish the case of the prosecution.

20.03.2024

ata

Index : Yes/No

Internet : Yes

Speaking/non speaking order

To

1. The Inspector of Police,
D2 Police Station,
Anna Salai, Chennai – 600 002.
2. The Principal Sessions Court, City Civil Court, Chennai.
3. The Public Prosecutor,
High Court, Madras.



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C.V.KARTHIKEYAN, J.

Crl.O.P.No.321 of 2024

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