



Crl.O.P.No.1097 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.02.2024

CORAM

THE HON'BLE MR. JUSTICE C.V.KARTHIKEYAN

Crl.O.P.No.1097 of 2024
and Crl.M.P.No.1127 of 2024

Javik
S/o.Nizar Ahamath

...Petitioner/A3

Vs.

State represented by
The Inspector of Police,
M-4, Redhills Police Station,
Thiruvallur District.

(Crime No.1257 of 2023)

...Respondent

PRAYER:

Criminal Original Petition is filed under Section 439 of Cr.P.C. praying to enlarge the petitioner on bail in Crime No.1257 of 2023, on the file of the Inspector of Police, M-4, Redhills Police Station, Thiruvallur District on such terms and conditions.

For Petitioner : Mr.P.Chandrasekar

For Respondent : Mr.L.Baskaran
Government Advocate (Crl. Side)

For Intervenor : Mr.S.Mohanraj



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ORDER

The petitioner/A3 in Crime No.1257 of 2023 registered by the respondent police for the offences punishable under Sections 120(b), 407, 408, 409, 465, 468, 471, 477(A) and 420 IPC, seeks bail. The petitioner had been taken into custody on 15.10.2023.

2. There is yet another accused/A2, who had been arrested and had been remanded, is still in custody.

3. It is the case of the prosecution that the defacto complainant namely TTE Technology India Pvt. Ltd., which was engaged in the business of manufacturing and selling LED Televisions, Washing Machines, Air Conditioners and generally electronic items, had availed the service of Blue Line, which is a transport logistics company, for the purpose of distribution of the said goods around India. An agreement in this regard had been entered into between them on 15.03.2022.



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4. In short, the obligation of Blue Line is to store the goods in their warehouses and later supply them across the country, wherever and wherever orders are placed on the defacto complainant and to those purchasers. In effect, there is a strong element of trust placed on Blue Line. A1, is the Managing partner in Blue Line. A2, who had been arrested, is the in-charge of Blue Line in Chennai.

5. It is the specific case of the prosecution, that though such trust was placed on Blue Lines, false and fake e-pay bills and delivery challans were prepared by the accused, particularly A1 and A2 and on the strength of those false and fake bills, the goods were taken away from the godown of the Blue Line by themselves and supplied elsewhere. A3, who seeks bail, was the driver of the container lorry, which was seized on the basis of fake e-pay bills and delivery challans.

6. The learned counsel for petitioner/A3 pointed out that the petitioner herein is only a driver, who is responsible to drive the container from one place to another place, and he was not aware of the nature of the



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documents under the goods which were being transported, and whether those documents/e-pay bills or delivery challans are genuine or not. He was the driver and custodian of the goods in the container with duty to take the container from one place to another place as directed.

7. It is contended by the learned Counsel for petitioner/A3, who had been remanded to custody on 03.12.2023 that he had suffered substantial days in custody as an date.

8. It is the contention of the defacto complainant, that e-pay bills and the delivery challans had been raised by the accused in the name of a said company in which the son of A1 was directly involved. In effect, the defacto complainant had not authorised the removal of the goods from the warehouse and to transport the same. In this manner, the goods in three containers went missing. It is stated that owing to this, the tentative loss suffered was more than about Rs.30/- lakhs.

9. The learned counsel for the defacto complainant had also produced an order of a learned Judicial Magistrate No.II, Ponneri, wherein



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one of the containers had been intercepted and it was broken open and the goods had been handed back to the defacto complainant. It is thus stated that the defacto complainant retained ownership and title of the goods. The contract to be performed by Blue Line was to store the goods and deliver them as directed by the defacto complainant. It is further stated that two containers are still missing and the whereabouts are not known.

10. In view of the above reasons, I am inclined to grant bail to the petitioner/A3 subject to the following conditions.

11. Accordingly, the petitioner is ordered to be released on bail on condition to 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 Judicial Magistrate No.II, Ponneri, and on further conditions that: -

[a] 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.



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[b] the petitioner shall report before the respondent police everyday at 10.30 a.m., until further orders.

[c] the petitioner shall not abscond either during investigation or trial.

[d] the petitioner shall not tamper with evidence or witness 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.

12. Connected Criminal Miscellaneous Petition is ordered.

02.02.2024

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C.V.KARTHIKEYAN, J.

rjr

To

- 1.The Judicial Magistrate No.II, Ponneri.
- 2.The Central Prison, Puzhal.
- 3.The Inspector of Police,
M-4, Red Hills Police Station,
Thiruvallur District.
- 4.The Public Prosecutor,
High Court, Madras.

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