Crl.O.P.No.1428 of 2024
and Crl.M.P.No.1559 of 2024

C.V.KARTHIKEYAN, J.

The petitioner/A1 seeks anticipatory bail 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.

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.

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 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 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. The learned counsel for the petitioner/A1 stated that the entire issue is civil in nature and there is also an agreement which envisages that invocation of arbitration clause to settle the disputes between the defacto complainant and Blue Line. But, however, the learned counsel for the defacto complainant stated that the arbitration clause can be invoked only when the defacto complainant is liable to pay money to Blue Line. I am informed that arbitration clause has already been invoked.

11.But, however, investigation will have to concentrate on the e-pay bills and and delivery challans which according to the defacto complainant were not authorized by the defacto complaint and therefore, the goods under those documents were not authorised the accused to be removed. Incidentally, it is also alleged that they were prepared in the name of company run by the son of A1. This naturally leads to an inference that A1 is involved in diversion of the goods of the defacto complainant. To that extent, irrespective of the arbitration proceedings, which is only about quantifying the loss, the offence has to be investigated by the respondent and therefore, the presence of A1 is required. A3 being a driver had suffered incarceration for the considerable period of time. He had been remanded into custody on 03.12.2023.

12.It is also informed that A1 had earlier filed an inter state anticipatory bail application before the High Court of Bombay and the same had been dismissed as withdrawn.

13. Taking all these factors into consideration, I am not inclined to grant anticipatory bail to the petitioner/A1 Accordingly, this Criminal Original Petition stands dismissed. Connected Criminal Miscellaneous Petition is closed.

02.02.2024

(2/2)

rjr

C.V.KARTHIKEYAN, J.

rjr

Crl.O.P.No.1428 of 2024
and
Crl.M.P.No.1559 of 2024

02.02.2024

(2/2)