



WEB COPY



Crl.O.P.No.3006 of 2024

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and
Crl.M.P.Nos.9483 and 10770 of 2024

T.V.THAMIHSELVI, J.,

The petitioners, who apprehend arrest at the hands of the respondent police for the alleged offences punishable under Sections 406, 420 IPC r/w Section 120-B of IPC in Crime No.7 of 2024, on the file of the first respondent, seek anticipatory bail.

2. The case of the prosecution is that the petitioners cheated the defacto complainant to the tune of Rs.59 lakhs towards purchase of a machinery. Hence the complaint.

3. The learned counsel appearing for the petitioners submitted that the 1st petitioner is the Company namely M/s.Srikals Graphics Pvt. Co., Ltd., the 2nd petitioner is the Managing Director and the 3rd and 4th petitioners are the Directors of the said Company. He would submit that a Memorandum of Understanding was arrived between the defacto complainant and the 1st



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petitioner on 22.06.2019 relating to the supply of defective machinery by the defacto complainant to the 1st petitioner and the petitioners are not liable to pay any sum whatsoever to the defacto complainant as per the memorandum of understanding dated 22.06.2019. Thereafter, by overriding the earlier Memorandum of Understanding executed in the year 2019, the subsequent Memorandum of Understanding dated 06.03.2024 was executed between the parties. He further submitted that as per Memorandum of Understanding dated 22.06.2019, the defacto complainant has specifically agreed to resolve all the disputes arising between them through the process of arbitration, under the provisions of the Arbitration and Conciliation Act, 1996 and now the arbitration proceedings are pending. Hence, he prays to grant anticipatory bail to the petitioners.

4. The learned counsel appearing for the intervenor would submit that the petitioners have failed to comply the terms as per the Memorandum of Understanding and as on date, they have not paid any amount to the defacto complainant. Hence, he raised strong objection to grant anticipatory bail to the



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petitioners.

5. The learned Government Advocate (Crl.Side) appearing for the respondent raised strong objection stating that the petitioners cheated the defacto complainant to the tune of Rs.59 lakhs towards purchase of a machinery.

6. Heard the learned counsel for the petitioners, learned counsel for the intervenor and the learned Government Advocate (Crl.Side) for the respondent and perused the entire materials available on record.

7. It is seen that this petition is pending before this Court for more than 5 months and till date, the petitioners have not settled the amount as per the Memorandum of Understanding arrived between them which shows that the petitioners are not interested to pay the amount and to settle the issue. Further, Arbitration proceedings is also pending between the parties.



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8. Taking into consideration the facts and circumstances of the case and on seeing the conduct of the petitioners, this Court is not inclined to grant anticipatory bail to the petitioners.

9. Accordingly, this Criminal Original Petition is dismissed. Consequently, connected miscellaneous petition is closed.

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