



Crl.O.P.No.3597 of 2024

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C.V.KARTHIKEYAN,J.

The petitioner/A2 seeks anticipatory bail in Crime No.406 of 2023, registered by the respondent police for the offences punishable under Sections 420 and 406 of IPC.

2. It is stated that the petitioner was running a proprietorship company in the name and style "Karan Construction" and cheated the defacto complainant by promising to construct an apartment building. He executed a construction agreement in favour of the defacto complainant and cheated him to the tune of Rs.50,00,000/-. The petitioner neither put up any building nor returned any money.

3. It is stated by the learned counsel for the petitioner that the parties have entered into construction agreement dated 17.11.2019 wherein an arbitration clause is mentioned. As per the said clause that any dispute that arises between the parties, shall be settled by way of mutual consultation, meditation and conciliation. However, without resorting to arbitration proceedings, straight away the defacto



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complainant had given a complaint. Moreover, A1/mother of the petitioner signed all the documents. The learned counsel further submitted that the entire issue is civil in nature.

4.Taking all the factors into consideration and also the amount Rs.50/- lakhs which was taken by the accused for construction, but however, no construction activity was done and not even single brick was put up for construction and not a penny was repaid and since A1/mother of the accused is still absconding, I am not inclined to grant anticipatory bail to the petitioner and therefore, this petition stands dismissed.

11.03.2024

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