



Crl.OP.No.11085 of 2024

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K.KUMARESH BABU, J.

The petitioner seeks anticipatory bail in Cr.No.95 of 2024 registered by the respondent police for the offence punishable under Sections 420, 465, 468, 471 & 120(B) of IPC.

2. It is the case of the prosecution as per the defacto complainant Indhumathi, is that she runs a hotel business with his husband, named “Srivari Hotel”. The defacto complainant's husband rented out the premises to the petitioner for a monthly rent of Rs.30,000/- . After the expiry of the 11 month rental agreement, the petitioner renewed the agreement for Rs.35,000/- per month and agreed to pay electricity and water charges for the hotel. Despite several reminders, the petitioner only paid Rs.30,000/- as monthly rent and did not pay the water charges. The further allegation is that the Senior Manager, Canara Bank, Nandanam Branch, approached the defacto complainant, presented a fake rental agreement created by the petitioner, forged the defacto complainant's signature, and obtained a loan of Rs.25,00,000/-, and



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thereby cheated the defacto complainant. Hence, the complaint.

3. The learned counsel for the petitioner stated that the petitioner is an innocent person and he has not committed any offence as alleged by the prosecution and he has been falsely implicated in this case. Hence, he prays for anticipatory bail to the petitioner.

4. Learned Government Advocate (Crl.Side) appearing for respondent submitted that the petitioner along with other accused persons had cheated the defacto complainant to the tune of Rs.25,00,000/- by forging the signature of the defacto complainant and obtaining a loan from Canara Bank. However, he vehemently opposed for grant of anticipatory bail to the petitioner.

5. Taking all the factors into consideration, this Court is inclined to grant anticipatory bail to the petitioner subject to the following conditions:



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6. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on her appearance, within a period of fifteen days from the date on which the order copy made ready, before the *learned IX Metropolitan Magistrate, Saidapet*, on condition that the each of the petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten Thousand only)** with two sureties, for a like sum to the satisfaction of the respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner and 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.

[b] the petitioner shall report before the respondent police on every Wednesday and Saturday at 10.30 a.m, until further orders.

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[c] the petitioner shall not tamper with evidence or witness either during investigation or trial.



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[d] the petitioner shall not abscond 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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.

08.05.2024

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