



Crl.OP.No.12910 of 2024

S.SOUNTHAR, J

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The petitioner/A2 who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 420, 465, 468, 471 and 120B of IPC in Crime No.95 of 2024, seek anticipatory bail.

2. The case of the prosecution is that the defacto complainant's husband rented out the premises to one S.D.Suresh Kumar for running a hotel by name Srivari Hotel at Rs.30,000/- per mensem, to that effect, he had entered into rental agreement. After the expiry of 11 months, the said Suresh Kumar had renewed his rental agreement and agreed to pay the monthly rent of Rs.35,000/- per month. Despite several reminders, the he had paid only Rs.30,000/- . In the meanwhile, the Senior Manager, Canara Bank, Nandanam Branch had approached the defacto complainant and showed a bogus rental agreement prepared by the above Suresh Kumar, wherein, he had forged the defacto complainant's signature and obtained a loan of Rs.25,00,000/- in the name of one of his staff viz., Maheshwari/petitioner herein for running timber business in the name of Sri Sai Timber in her house. Thereby, the defacto complainant was cheated by the petitioner. Hence, the complaint.



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3. The learned counsel for the petitioner submitted that the petitioner is an innocent person and he has not committed any such offence as alleged by the prosecution and he has been falsely implicated in this case. He further submitted that the co-accused was granted anticipatory bail by this Court vide order dated 08.05.2024 in Crl.OP.No.11085 of 2024. He also submitted that the said Canara Bank has not given any complaint against the petitioner herein. Hence, he seeks to grant anticipatory bail to the petitioner.

4. The learned Government Advocate (Criminal side) submitted that the petitioner along with other accused had forged the defacto complainant's signature and created bogus rental agreement and obtained a loan of Rs.25,00,000/- from the Canara Bank. Hence, he vehemently opposed to grant anticipatory bail to the petitioner.

5. Heard the learned counsel for the petitioner and the learned Government Advocate (Crl.Side) and perused the materials available on record.



6. Having regard to the allegations made against the petitioner in the

FIR and also the facts and circumstances of the case, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

7. 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, Chennai* on condition that the petitioner shall 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 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 every day at 10.30 a.m., until further orders ;

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



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

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[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.

30.05.2024

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