



Crl. O.P. No.14452 of 2024

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P. DHANABAL.J.,

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The petitioner / Accused No.1, who apprehends arrest in the hands of the respondent police for the offences punishable under Sections 420, 418, 392 read with 397 of IPC in connection with the case in Cr. No.80 of 2024 on the file of respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant, who is a trader of rice grains, had acquainted with one Dhanavel / A1, who is the Managing Partner of a firm in the name & Style of M/s. VKS Agro & Foods. On various dates from 09.11.2017 to 20.12.2017, the accused A1 purchased paddy from the defacto complainant totalling to Rs.33,41,245/- and he repaid only Rs.10,94,600/- and kept arrear of Rs.22,46,645/- and again he obtained paddy for Rs.45,02,420/- and paid only Rs.18 lakhs. Hence during the course of business, A1 incurred a pending arrear of Rs.49,49,065/-. In order to settle the said pending arrear, the accused A1 offered the defacto complainant a partnership in his firm by removing his wife D. Rajeswari by promising a monthly income of Rs.20 lakhs and further A1 required bank guarantee for renewal of his mulling agency from Tamil Nadu Civil Supplies Department for which he paid a sum of



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Rs.1,25,00,000/- . Accordingly, the defacto complainant joined as a partner

in A1's Mill. Again the defacto complainant paid a sum of Rs.1,18,00,000/- as savings amount and Rs.2 lakhs for bank interest and Rs.15 lakhs for registration commission amount and totally, the defacto complainant paid a sum of Rs.1,35,00,000/- to A1. Again, as requested by A1 to process the rice mill, the defacto complainant gave Rs.34 lakhs on 02.11.2020. In the panchayat conducted between A1 and the defacto complainant in the rice mill, it was decided that A1 has a loan arrear of Rs.3 crores. In order to adjust the pending loan arrears, an agreement of lease was entered into between A1 and the defacto complainant, thereby, the defacto complainant shall run the Mill for 48 months and adjust the loan amount with the monthly lease amount of Rs.2,50,000/-. During April 2023, when the mill was in possession of the defacto complainant, the accused A1 came and threatened the labors and took away a load of rice worth about Rs.10 lakhs and also the bank account that was opened jointly was changed by A1 as single signatory account and the payments from the Tamil Nadu Civil Supplies Department are made to the bank account of A1. Then A1 along with 50 members trespassed into the Mill and threatened the Staff and other workers. Hence the complaint.



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3. The learned counsel appearing for the petitioner would submit that false case has been registered against the petitioner for the offences under Sections 420, 418, 392 read with 397 of IPC, that this Court already granted an interim anticipatory bail to the petitioner on condition that the petitioner has to deposit a sum of Rs.20 lakhs to the credit of Cr. No.80 of 2024 before the Magistrate concerned and also to transfer the bank guarantee to the account of the defacto complainant within a week from the receipt of a copy of the said order and consequently, the defacto complainant was directed to give NOC to the petitioner and thereafter, the petitioner deposited a sum of Rs.20 lakhs and the condition has been complied with by the petitioner. However, as far as the another condition in respect of transfer of bank guarantee has not been complied due to the non-cooperation of the bank officials as well as the defacto complainant. Therefore, he prays to modify the condition in respect of the bank guarantee and prays to grant anticipatory bail to the petitioner.

4. The learned counsel appearing for the intervenor / defacto complainant would submit that already this Court granted interim anticipatory bail on the condition to deposit a sum of Rs.20 lakhs to the credit of Cr. No.80 of 2024 before the Magistrate concerned and also to



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transfer the bank guarantee to the account of the defacto complainant within a week from the receipt of a copy of the said order. However, the petitioner has complied only with condition to deposit a sum of Rs.20 lakhs, but failed to comply with condition in respect of the bank guarantee and he has not taken any steps to offer sufficient sureties to the bank for the bank guarantee given by the defacto complainant. Therefore, he prays to dismiss the petition for anticipatory bail.

5. The learned Government Advocate (Criminal Side) appearing for the respondent would submit that there is a business transactions between the parties, thereby dispute arose between them in respect of payment of money and running a rice mill. Therefore, the defacto complainant lodged a complaint and based on the complaint, the respondent police have registered the FIR and investigation is not yet completed and hence he strongly objected to grant anticipatory bail to the petitioner.

5. Heard both sides and perused the materials available on record.

6. Considering the representations made on either side, considering the fact that already this Court granted an interim anticipatory bail to the petitioner on the conditions to deposit a sum of Rs.20 lakhs and to transfer



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the bank guarantee to the account of the defacto complainant, however, the petitioner has only complied with the condition in respect of deposit of Rs.20 lakhs and thereafter, due to administrative reasons, he was unable to comply with the condition in respect of transfer of bank guarantee and the case is also pending for a long time and already this Court has also granted interim anticipatory bail on condition and the petitioner has also deposited a sum of Rs.20 lakhs to the credit of Cr. No.80 of 2024 before the concerned Trial Court and also considering the nature of transactions between the parties and there is no previous case pending against the petitioner, I am inclined to grant anticipatory bail to the petitioner, subject to the following conditions:

7. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the **District Munsif cum Judicial Magistrate Court, Kodumudi** 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 learned Magistrate concerned and on further condition that:



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[a] the petitioner shall report before the respondent police on the first day of every English Calendar month until completion of investigation;

[b] the petitioner shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade them from disclosing such facts to the Court or to any police officer;

[c] the petitioner shall not leave India without the previous permission of the Court;

[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 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 269 B.N.S.2023.

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To

- 1.The District Munsif cum Judicial Magistrate Court, Kodumudi
2. The Public Prosecutor, High Court, Madras.
- 3.The Inspector of Police, Malayampalayam Police Station, Erode District.

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