



CrI.O.P.No. 15048 of 2024

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T.V.THAMILSELVI, J.

The petitioner, who was arrested and remanded to judicial custody on 15.05.2024 for the alleged offence under Sections 406, 420, 120(B) of I.P.C. in Crime No. 15 of 2024 on the file of the respondent police, seeks bail.

2. The case of the prosecution is that the petitioner along with his son, who is arrayed as A2 approached the defacto complainant to invest money in their projects to produce five movies and they promised that they would give good returns to him. Believing their words, the defacto complainant given a sum of Rs.75,00,000/- to the petitioner through bank transfer and subsequently, the defacto complainant asked him to show the progress of the movie, for which, he has showed a video in Youtube channel announcing his come back and then proposal for a new movie “Nonsense”. Thereafter, when the petitioner asked him to give further amount of Rs.2 cores to complete the work by assigning full right of movie in his name and also assuring that he would return good profits within six months, the



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defacto complainant had given a sum of Rs.2 crores to him. But, when the cheques issued by him was presented in a bank, it was dishonoured. Hence, the complaint.

3. The learned counsel for the petitioner submitted that he has been falsely implicated in this case as if he has cheated the defacto complainant to the tune of Rs.2 crores. He would submit that all the transactions are made in the State of Kerala and so, F.I.R. filed before the respondent police is not maintainable. He would submit that he is no way connected with the case and he has not at all committed any offence as alleged by the respondent police and he was not present at the scene of occurrence. He would submit that the investigation is almost completed and he would abide by any condition that may be imposed by this court and he is in judicial custody from 15.05.2024 for more than 48 days. Hence, he prayed to grant bail to the petitioner.

4. The learned counsel for intervenor raised objections stating that the petitioner has entered into distribution agreement dated 25.09.2019 in favour of defacto complainant and his partner Mr.Jinny Thomas by assigning the rights of the movie and they have sold the said rights of movie



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and obtained huge amount towards settlement of amount due to them is an absolute lie. The accused has entered into an agreement with M/s.Baroque a partnership firm consisting of defacto complainant and his partner by agreeing to assign the distributorship and received a sum of Rs.75,000/- from the firm's account and to pay a sum of Rs.1.75 crores, being the finance availed by the accused from M/s.Super Good films (P) Ltd. treating the said payment as advance for the distributor agreement. The said transaction between the accused and the M/s. Baroque is the subject matter of present bail petition. The amount in respect of transaction pertaining to distributor agreement was transferred from their bank account in Kerala, whereas the amount paid to the accused in respect of present case is from the bank account of defacto complainant in Coimbatore.

5.He would also submit that the petitioner has cheated the defacto complainant and Mr. Jinny Thomas in respect of the said Distributor agreement dated 25.09.2018 and a F.I.R. in Crime No.260 of 2021 was registered on the file of Inspector of Police,Thrissur city and charge sheet in respect of the same has been filed and taken on file in C.C.No.168 of 2022 on the file of Addl. Chief Judicial Magistrate Court, Thrissur against the



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accused herein. As the transaction pertaining to the F.I.R. is based on the amount transferred from the defacto complainant's Coimbatore bank account, he was asked to file a complaint with Coimbatore police. So, the accused is now trying to confuse both as if they are both same transaction and make false statement in the bail petition filed by him as if the amount payable to him has been settled under the distributor agreement dated 25.09.2018. Thus, he has suppressed the material facts even before this court.

6. The learned counsel for petitioner would submit that it is purely a civil in nature and the complaint is bereft of particulars. Furthermore, already the proceedings also initiated by the defacto complainant and the issue under dispute is distribution agreement executed by the petitioner and defacto complainant. He received a profit as on date and there is no liability on the side of petitioner to the defacto complainant, but he has given a false complaint stating that he has cheated him.

7. On perusal of records, it reveals that there is two different transactions and after making transaction only, as a security, agreement was executed and he was not benefitted with the said film also, wherein the



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dispute arose between the parties and there is a money transaction as well as an agreement for distribution of a film. But, according to the defacto complainant, the amount of more than Rs.2.25 crores was paid. So far, he has paid a sum of Rs.5 lakhs and inspite of several requests made, he has not repaid the amount. Even though it is stated that this petitioner has no contact with the defacto complainant, he has been with the object of cheating his right from the beginning itself. Therefore, on seeing the conduct of the petitioner, this Court is not inclined to grant bail to the petitioner. If at all, any defence is available in respect of distribution of film and the jurisdiction of the case, they have to work out their remedy before the appropriate forum. Accordingly, this Criminal Original Petition is dismissed.

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