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CrI.O.P.No.19058 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.08.2024

CORAM

THE HON'BLE MR. JUSTICE **P.DHANABAL**

CrI.O.P.No.19058 of 2024

K.Sasikumar

... Petitioner

Vs.

The State represented by,
The Inspector of Police,
R-9 Valasaravakkam Police Station,
Chennai.
(Crime No.319 of 2024)

... Respondent

PRAYER: Criminal Original Petition filed under Section 483 of B.N.S.S.,
pleased to enlarge the petitioner on bail, in Crime No.319 of 2024 on the file
of the respondent Police.

For Petitioner : Mr.A.Nagarajan
for Mr.J.Lingeswaran

For Respondent : Mr.S.Vinothkumar
Government Advocate (CrI.Side)

For Intervenor : Mr.I.Abrar Md. Abdullah



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ORDER

The petitioner, who was arrested and remanded to judicial custody on 10.07.2024, for the alleged offences punishable under Sections 406 and 420 of I.P.C., in Crime No.319 of 2024, on the file of the respondent police, seeks bail.

2. The case of the prosecution is that the defacto complainant is the Chief Managing Directro of M/s.Onerouf Resources Pvt. Ltd. and he entered into a franchise agreement for sale of meat and other products with their brand name called “Tender cuts” and looking for investors through franchise model. In the said circumstances, they approached the defacto complainant with a proposal, wherein he was required to invest huge amount of nearly Rs.5,00,000/- towards franchise fee and Rs.45,00,000/- towards business deposit, in turn, the defacto complainant will be given one shop outlet with good profits on commission basis. On believing their words, he had transferred the entire above mentioned amount to their account, thereby a franchise agreement was entered between them for the period of five years. But, they evaded to provide an outlet for him as per the terms of agreement and they allotted shop to another entity and they have also failed to refund



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any amount paid by him inspite of several requests. Hence, the complaint was registered against the petitioner.

3. The learned counsel appearing for the petitioner would submit that he is working only employee of a company, viz., M/s. Onerouf Resources Private Ltd. and M/s. GFM Retail Pvt. Ltd. had entered into franchise agreement with one P.V.Sathyannarayanan for setting up a franchise shop, for which, they have received a sum of Rs.50,00,000/- and out of the said amount, a sum of Rs.3,50,000/- was repaid, which has been admitted in the complaint also. He would submit that the total amount involved in this case is Rs.50 lakhs and on 21.03.2021, the person, who has signed in the agreement is arrayed as A1 and in the capacity of employer, A1 entered into agreement with the defacto complainant. He would also submit that in the meanwhile, they have passed a resolution by giving authorisation to one Sasi Kumar Kallani to sign in all agreements and prior to this, on 18.03.2024 itself, one of investor was appointed as Resolution person by NCLT. Now, he is taking over entire transaction and he has to resolve entire issue. However, the dispute is nature of civil and issue is with regard to business agreement, but it has been given a criminal colour. He would submit that the petitioner is



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arrayed as A2 and A1 was already released on bail by this court on condition to deposit a sum of Rs.25,00,000/- and as per the direction, he has deposited the said amount into the credit of Crime No.319 of 2024. He is an innocent person and he has been falsely implicated in this case. He would submit that as he is only an employee of the company, he has not committed any offence as alleged in FIR. He would submit that the petitioner was arrested and he is in judicial custody for more than 29 days and is ready to abide by any conditions that may be imposed by this Court. Hence, he prayed to grant bail for the petitioner.

4. The learned Government Advocate (Crl.Side) appearing for the respondent police would contend that totally, two accused involved in this case, in which the petitioner is arrayed as A2. He would submit that already A1 deposited a sum of Rs.25,00,000/-. He would submit that there was a business transaction between parties and due to money dispute, the complaint was lodged against the petitioner. He would submit that investigation is not yet completed and at this stage, if he released on bail, he may abscond and there is possibility to hamper the investigation and tamper evidence. Hence,, he strongly opposed to grant bail to the petitioner.



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5. The learned counsel for intervnor would submit that on believing the words of accused persons, he invested more than a sum of Rs.50,00,000/- and entered into a franchise agreement to allot a shop outlet for him, but they neither provided shop outlet nor they repaid the amount paid by him. Furthermore, he came to know later that they have indulged in clandestine activities and swindled several crores of money of investors through the said franchise agreement. Hence, he raised objections stating that if he is released on bail, they may abscond to far unknown places and they would also escape from the clutches of law.

6. Heard both sides and perused the materials available on record including the First Information Report.

7. Considering the rival submissions of both sides and considering the fact that there is a business transaction and due to money dispute, the complaint was lodged and also considering the fact that already this petitioner was arrested and he was taken for custodial interrogation and also considering the fact that part payment was made by A1 and already A1 was granted bail by this court, considering the fact that this petitioner is only



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employee and the period of incarceration undergone by the petitioner for more than 29 days and considering all other factors, I am inclined to grant bail to the petitioner, subject to certain conditions.

8. Accordingly, the petitioner is ordered to be released on bail on his executing 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 Judicial Magistrate-1, Poonamallee, and on further conditions that:-

[a] the petitioner shall report before the respondent police everyday at 10.30 a.m., until further orders.

[b] the petitioner shall not commit any offences of similar nature.

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

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

[e] On breach of any of the aforesaid conditions, the learned Judicial 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



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of Kerala [(2005)AIR SCW 5560].

[f] If the accused thereafter absconds, a fresh FIR can be registered under Section 269 BNS.

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To

- 1.The Judicial Magistrate-1, Poonamallee.
- 2.The Inspector of Police, R-9 Valasaravakkam Police Station, Chennai.
- 3.The Superintendent of Prison, Central Prison, Puzhal, Chennai.
- 4.The Public Prosecutor, High Court of Madras.



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P.DHANABAL, J.

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