



WEB COPY



Crl.O.P.No.25907 of 2023

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and
Crl.M.P.No.18870 of 2023
C.V.KARTHIKEYAN, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offence punishable under Sections 120B, 427, 465, 468 and 506(ii) of I.P.C in Crime No.42 of 2023, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant owns the property with three floorr at Trichy Road at Coimbatore. This petitioner and the second accused had rented the same in the name and style “ IV CARE HOSPITAL”. It has been stated that the monthly rent was fixed at Rs.1,75,000/-. It is further stated that Rs.50,00,000/- has been paid as advance by four cheques. All the four cheques had been returned dishonoured for the reason insufficient funds. Thereafter, it is stated that this petitioner and the second accused created a lease agreement and evaded from paying the rent. It is stated that one of the documents was said to have been executed in the presence of a notary Mr.S.M.Prabhakaran, but who had given a statement before the respondent that the directors of “IV CARE



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Medicity Private Limited and that the lessor D.Venkat was not all present before him. The said lessor is represented by his counsel who has filed intervening application who stated that on that particular date, the lessor was actually not in India and was in abroad. It is clear that therefore documents had been created by inserting the signature of the lessor. This requires further investigation.

3. The learned counsel for the petitioner pointed out a notice by the Advocate dated 11.12.2021 and contended that the lease agreement had been admitted by the defacto complainant. It is also mentioned in the said notice about the payment of lease amount and the amount which is actually due and payable.

4. But, the central issue is about the signature of the Mr.Venkat who was abroad at the time of execution of the said agreement and could never have put his signature before the said notary. The statement of the notary is also crucial in this regard.



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5. In view of that particular fact, at this stage, this Court is not inclined to grant anticipatory bail to the petitioner. Hence, this Criminal Original Petition stands dismissed. Consequently the connected miscellaneous petition is closed.

19.01.2024

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