



Crl.M.P.No.936 of 2024 in Crl.O.P.No.13646 of 2023

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A.D.JAGADISH CHANDIRA, J.

This petition is filed seeking to cancel the anticipatory bail granted to the second respondent/accused in Crl.O.P.No.13646 of 2023, dated 22.06.2023.

2. The case of the prosecution is that the accused under the guise of handing over the house on lease, induced the defacto complainant and received a sum of Rs.14,00,000/- and cheated the defacto complainant by neither handing the house on lease nor returning the money.

3.The learned counsel for the petitioner submitted that the second respondent/accused had induced the defacto complainant on the promise of giving house on lease and received a sum of Rs.14,00,000/-. Later, the petitioner cheated the defacto complainant by neither handing over the house on lease nor returning the money. Based on the complaint, a case in Crime No.348 of 2023, came to be registered. The accused after much persuasion had returned the amount of Rs.10,00,000/- and the amount of Rs.4,00,000/- remained unpaid. On the complaint given by the petitioner a case in Crime No.348 of 2023 for the offence under Section 420 of I.P.C., was registered and the second



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respondent/accused had approached this Court in Crl.O.P.No.13646 of 2023 and gave assurance to repay the amount of Rs.4,00,000/- and he also filed an affidavit of undertaking to repay the amount in six installments in the following manner:-

i.e., (i) on 23.07.2023 – Rs.75,000/ (ii) 23.08.2023 – Rs.75,000/- (iii) on 23.09.2023 – Rs.75,000/- (iv) 23.10.2023 – Rs.75,000/- (v) on 23.11.2023 – Rs.75,000/- and (vi) on 23.12.2023 – Rs.75,000/-

However, he had paid the amount of Rs.75,000/- and thereafter, he had not kept up his assurance and not repaid the balance amount. Therefore, petition seeking to cancel the anticipatory bail has been filed on the ground on non compliance of the order.

4.Dr.Sampath Kumar, learned counsel appearing for the second respondent/accused submitted that it is true the accused had given an undertaking to pay the amount. However, due to financial difficulty, the second respondent/accused is unable to repay the said sum.

5.The learned Government Advocate (Crl.Side) for the respondent



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police submitted that the second respondent induced the defacto complainant on the promise to give his house on lease, received the amount and cheated the defacto complainant to the tune of Rs.14,00,000/-. He further submits that only based on the assurance and undertaking given by the accused that he will repay the amount, this Court has granted anticipatory bail to him. However, he has not paid the amount as agreed by him and had not complied with the order. Hence he seeks for cancellation of bail.

6. Heard. Perused the materials available on record.

7. This Court finds that only on the voluntary assurance of undertaking to pay the balance amount of Rs.4,00,000/- in six installments, this Court granted anticipatory bail to the second respondent/accused, by order dated 22.06.2023. It is seen that the second respondent/accused had not kept up his assurance. Only after filing of the petition for cancellation of bail, the second respondent/accused had handed over a demand draft for Rs.75,000/-, before this Court on 01.02.2024. On that day, further undertaking was also given by the second respondent/accused that the balance amount of Rs.3,25,000/- will be paid within a period of 4 weeks and this Court had directed him to pay Rs.3,25,000/- on or before 29.02.2024. Even after grant of time, the second respondent/accused had not paid the amount.



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8.This Court finds that the second respondent/accused had willfully refused to comply with the assurance after obtaining anticipatory bail.

9.Considering the above facts and circumstances, this Court is inclined to cancel the anticipatory bail granted to the second respondent/accused. Accordingly, this petition is allowed and the bail granted to the second respondent/accused in Crl.O.P.No.13646 of 2023 dated 22.06.2023 is hereby cancelled. The first respondent is directed to proceed in accordance with law.

19.03.2024

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Note: Issue Today

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