



CrI.O.P.No.1551 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.01.2025

CORAM

THE HON'BLE MR. JUSTICE A.D.JAGADISH CHANDIRA

CrI.O.P.No.1551 of 2025

P.Ramprathap

... Petitioner

Vs.

The State represented by,
The Inspector of Police,
T-14, Pallikaranai Police Station,
Chennai - 600 100.
(FIR.No.12 of 2025).

... Respondent

PRAYER : Criminal Original Petition filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, pleaded to enlarge the petitioner on anticipatory bail in the event of his arrest by the respondent police concerned in F.I.R. No.12 of 2025, on the file of the respondent police.

For Petitioner	:	Mr.C.Vijayakumar
For Respondent	:	Mr.S.Santhosh Government Advocate (CrI.Side)
For Intervenor	:	Mr.A.Rajesh Kanna



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ORDER

Apprehending arrest in connection with F.I.R.No.12 of 2025 registered for the offences punishable under Sections 406 and 420 of IPC, the present petition has been filed seeking anticipatory bail.

2.Pleading innocence on the part of the petitioner, false implication in the case, learned counsel for the petitioner seeks indulgence of this Court. Learned counsel for the petitioner would submit that the petitioner is an innocent and he has been falsely implicated in this case. He further submitted that there was no transaction between the defacto complainant and the petitioner. The petitioner did not receive any amount from the defacto complainant. He further submitted that the petitioner is a B.E. Engineering Graduate in Instrumentation and Control and was working as a Software Engineer. During the year 2019, he started a supermarket in Pallikarani under the name of 'Pramage Supermarket' and run by M/s.Agrogaia Enterprises. The Defacto Complainant's son-in-law one Mr.Vignesh is the Cousin brother of the petitioner. For running the



supermarket business, the said Vignesh's wife (Daughter of Defacto Complainant) namely one Vasanthi gave a loan of Rs.6 lakhs as per the loan agreement dated 31.08.2022 and the petitioner was re-paying Rs.30,000/- per month. The petitioner had already paid Rs.2,52,500/- in favour of the said Vasanthi through online payment from the account of the petitioner. Further, the said Vignesh's mother-in-law (wife of the Defacto complainant), gave a loan of Rs.3 lakhs to the petitioner and the same was also repaid by the petitioner. He further submits that the petitioner is ready to abide by any stringent condition that may be imposed by this Court.

3.The case of the prosecution as putforth by the learned Government Advocate (Crl. Side) appearing for the respondent Police, opposing for grant of anticipatory bail, is that the defacto complainant had given Rs.22 lakhs to the petitioner on 06.12.2022 and the petitioner issued a cheque for Rs.22 lakhs issued by Central Bank, Tambaram Branch in the name of M/s. AgroGaja Enterprises. But he did not pay the interest. Immediately, the defacto complainant had filed a complaint against the petitioner. Based on the complaint, the petitioner was called for investigation. During the



investigation, the petitioner admitted receiving the money and gave another cheque for Rs.22,00,000/- and after issuance of the above cheque, the petitioner had issued a legal notice dated 23.09.2024 alleging that the cheque was issued under threat. Hence the complaint was lodged by the defacto complainant.

4.The learned counsel for the defacto complainant / Intervenor vehemently opposed for granting anticipatory bail to the petitioner stating that the petitioner had induced the defacto complainant for giving Rs.22 lakhs for the purpose of running a supermarket business. The said amount was not repaid till date. The petitioner is a habitual offender, who has defaulted on repayments. Hence, he objected for grant of anticipatory bail.

5.Having heard the learned counsel for the petitioner and the learned Government Advocate (Crl. Side) for the respondent Police and perused the materials available on record, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions and accordingly, he 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 of receipt of a copy of this order, before the learned Judicial Magistrate Court - II, Alandur, Chennai 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 respondent Police or the Police officer who intends to arrest or to the satisfaction of the said Magistrate, on further condition that:

[a] if the petitioner fail to surrender before the said Magistrate within a period of fifteen days, this Order shall stand automatically cancelled;

[b] the petitioner shall report before the respondent Police at 10.30 a.m for a period of two weeks and thereafter on every Saturday at 10.30 a.m until further orders;

[c] the petitioner shall not tamper with evidence or witness either during investigation or trial;

[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



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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 of BNS.

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A.D.JAGADISH CHANDIRA, J.

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