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CRL OP No. 14915 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-05-2025

CORAM

THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No. 14915 of 2025

1. Kiruthika

W/o.Pradeep, No.55/25, 10t Avenue,
Ashok Nagar, Chennai - 600 083

2. Pradeep

S/o.Kannan, No.55/25, 10th Avenue,
Ashok Nagar, Chennai 600 083

3. Kannan

S/o.Munuswamy, No.55/25, 10th
Avenue, Ashok Nagar, Chennai 600 083

Petitioner(s)

Vs

1. State rep. by The Inspector of Police,
R-6, Kumaran Nagar Police Station,
Chennai. (Crime No0.126/2025)

Respondent(s)

PRAYER

to enlarge the Petitioners on Anticipatory Bail in the event of their arrest in
Crime No.126 of 2025 on the file of the Respondent Police

For Petitioner(s): Mr.K.Govi Ganesan



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For Respondent(s): Mr.R.Vinothraja
Government Advocate (Crl.Side)

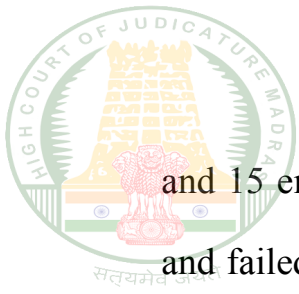
Mr. Yokesh. S
for M/s.B.Vasantham
for Defacto Complainant

ORDER

The petitioners, apprehend arrest for the alleged offences under Sections 406, 420 and 294 (b) of I.P.C in Crime No.126 of 2023, on the file of the respondent police, seek anticipatory bail.

2. The case of the prosecution is that the de-facto complainant came to know the 2nd accused herein during the year 2019 who was running "Thamarai Thenir Kudil" near 10th Avenue Ashok Nagar and the 1st accused was his wife and she proposed food business and asked the de-facto complainant for financial support and requested to invest in the business and a partnership deed dated 01.10.2021 was executed between them and the de-facto complainant initially invested Rs.3 lakhs and later the 1st accused insisted for further money and invested Rs.7,50,000/- and further sent money to the 2nd accused bank account and also paid some money in cash.

3. The further allegation is that the 1st accused insisted for buying food truck and 5 trucks were obtained through vehicle loan from Shriram Finance Ltd., Vadapalani and were named "Heera Food Joint" and they were all placed in and around Ashok Pillar and they became functional during the year 2022



and 15 employees were employed and the 1st accused failed to pay their salary and failed to share the 50% profit and the total amount invested by the de-facto complainant was Rs.19 lakhs and the 2nd accused herein executed loan agreement dated 19.05.2022 and issued promissory notes and during May, 2023, the de-facto complainant asked the accused 1 & 2 herein to repay and share the profit and they refused and few days before the date of complaint, the de-facto complainant went to the petitioners' house and they threatened her with dire consequences and verally abused. Hence the complaint,.

4. It is the contention of the petitioners that the 1st petitioner and the de-facto complainant had entered into a partnership deed on 22.04.2022 and both the partners had deposited Rs.3,00,000/- each, thereafter, the business was started in the name of "Heera Food Joint" and 5 trucks were purchased for food delivery. Meanwhile, as there was some misunderstanding between the petitioners 1 and 2 and the de-facto complainant, the de-facto complainant had sent a statutory notice under Section 138 of Negotiable Instruments Act seeking Rs.10,00,000/-. For which, the petitioners had sent a reply giving data with tabulation showing that the vehicle loan has been met by the petitioners. Thereafter, the 2nd petitioner has lodged a complaint before the Commissioner of Police on 27.12.2023, but no action was taken. Meanwhile, the defacto complainant filed a petition in Crl.M.P No.21952 of 2024, under Section 156(3) of Cr.P.C seeking to register the FIR, before the XXIII Metropolitan Magistrate, Saidapet. In fact, a direction was issued to investigate the matter in



accordance with law, but the respondent police without any investigation registered the present FIR dated 01.05.2025 and thereafter, sent the summons for enquiry to attend on 06.05.2025. The defacto complainant is trying to give a criminal colour to the civil transactions. However, he is ready and willing to abide by any of conditions imposed by this Court.

5. The learned counsel for the de-facto complainant/intervenor filed an intervening petition along with typed set of papers stating that earlier the de-facto complainant lodged a complaint to the police, for which no action was taken and thereafter, the de-facto complainant filed a petition under Section 156(3) of Cr.P.C. As per the direction of the Magistrate, FIR has been registered and the investigation is yet to be commenced.

6. According to the de-facto complainant, the 1st petitioner/1st accused who is the wife of the 2nd petitioner/2nd accused introduced herself to the de-facto complainant in the year 2019 and later in the year 2021, proposed a partnership to run food truck business and accepting the same, a partnership deed was executed between them and 50:50 share among the partners was agreed between them. The de-facto complainant invested a sum of Rs.19,00,000/- transferred through various modes including bank transfer to the accused 1 & 2, including the amounts that were invested as a capital for establishing the business and for the vehicles. The business went well, but the 1st accused Kiruthika did not share any profits of the business with the de-facto



complainant and thereby evaded from their promise. Hence the de-facto complainant visited their house and demanded her share, but the petitioners verbally abused and criminally intimidated her.

7. Learned Government Advocate (Crl.Side) reiterated the prosecution case and submitted that based on the direction issued by XXIII Metropolitan Magistrate, Saidapet, FIR has been registered against the petitioners and investigation was commenced. Hence, he strongly opposed to grant anticipatory bail to the petitioners.

8. Heard both sides and perused the materials available on record.

9. 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 petitioners with certain conditions.

10. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen (15) days from the date of receipt of a copy of this order, before the learned **XXIII Metropolitan Magistrate, Saidapet, Chennai**, on condition that each of the petitioners 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 learned Magistrate concerned and on further condition that:

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[a] the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;

[b] The petitioners shall appear before the respondent police everyday at 10.30 a.m for a period of 30 days and thereafter as and when required for further interrogation;

[c] the petitioners shall not abscond either during investigation or trial;

[d] the petitioners shall not tamper with evidence or witness 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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 of Kerala [(2005)AIR SCW 5560]***;

[f] If the accused thereafter absconds, a fresh FIR can be registered under Section 269 of B.N.S.

16-05-2025

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To
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1. The Inspector of Police,
R-6, Kumaran Nagar Police Station,
Chennai. (Crime No0.126/2025).
2. The XXIII Metropolitan Magistrate,
Saidapet, Chennai.
3. The Public Prosecutor,
High Court of Madras, Chennai.



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M.NIRMAL KUMAR J.

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