



CrI.O.P.No.21811 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.08.2025

CORAM

THE HON'BLE MR. JUSTICE M.NIRMAL KUMAR

CrI.O.P.No.21811 of 2025

Kanda Subramanian @ Rangasamy Kanda Subramanian ... Petitioner

Vs.

The State represented by,
The Inspector of Police,
Madipakkam Police Station,
St.Thomas Mount,
Chennai.

Crime No.753 of 2025

... Respondent

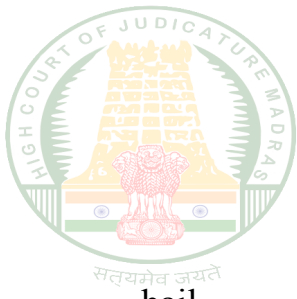
PRAYER : Criminal Original Petition filed under Section 482 of Bharatiya
Nagarik Suraksha Sanhita, 2023, to enlarge the petitioner on bail in the event of
arrest in connection with Crime No.753 of 2025 on the file of respondent Police.

For Petitioner : Mr.R.Vivekananthan

For Respondent : Mr.Leonard Arul Joseph Selvam
Government Advocate (Criminal Side)
Mr.G.V.Sridharan
(for intervenor)

ORDER

The petitioner, who apprehends arrest at the hands of the respondent police
for the offences punishable under Section **316 (2) and 318 (2) of B.N.S. 2023**, in
Crime No.753 of 2025, on the file of the respondent Police, seeks anticipatory

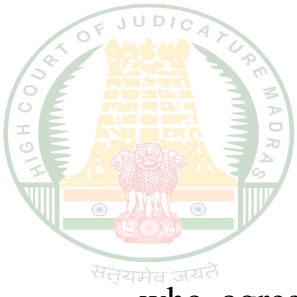


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bail.
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2.The case of the prosecution is that, the first accused engaged the petitioner/2nd accused as an auditor to audit the transactions of the defacto-complainant as an honest person and believing the same the defacto-complainant had invested a total sum of Rs.63,00,000/- to the bank account of the 1st accused through various RTGS transactions. It is alleged that when the defacto-complainant demanded the 1st accused to return their investment, he gave reasons and responded in an evasive manner. It is further alleged that when the defacto-complainant asked the petitioner regarding the same he assured them that he will definitely not cheat them. However, to date, the alleged sum of Rs.63,00,000/- have not yet been returned to the defacto-complainant. Hence the case.

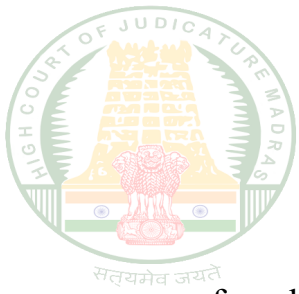
3.The learned counsel appearing for the petitioner submitted that the petitioner is an Auditor for both A1 and the defacto-complainant. The defacto-complainant had approached the petitioner seeking good investors so that he could earn some interest on the amount lying idle in his bank account, which he had received as compensation in motor accident case where he lost his right leg and got amputated and now uses an artificial limb. At the request of the defacto-complainant, the petitioner introduced one of his client Santharam Baskar Devar,



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who agreed to pay interest on the investments. A sum of Rs.33,00,000/- was transferred from the defacto-complainant's account and Rs.30,00,000/- from his mother's account to the account of A1 on several occasions between 24.09.2021 and 01.07.2022 totalling Rs.63,00,000/-. Thereafter, the petitioner was not aware of the transactions between them, how the interest was paid, or any queries exchanged between the parties. It has now been alleged that the petitioner had not paid any interest. On the other hand, A1 is said to have given evasive responses, which was reportedly confirmed by the petitioner. According to the petitioner except for introducing A1 for business purpose, he had no involvement in the transactions between the defacto-complainant and the A1. He further submitted that his daughter's marriage is scheduled to be held on 08.08.2025 and the reception on 07.08.2025. Hence, he prayed for grant of anticipatory bail to the petitioner.

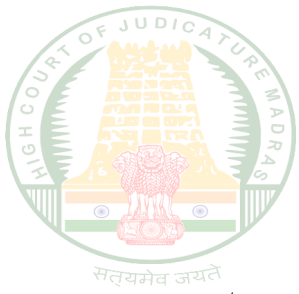
4. Learned Government Advocate (Criminal Side) appearing for the respondent police submitted that, on the directions of the learned Judicial Magistrate II, Alandur, in Crl.M.P.No.3608 of 2024, a case was registered on 24.02.2025. The defacto-complainant was asked to produce all the corresponding bank documents and other details confirming the payment of Rs.63,00,000/-. It



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was found that the amount of Rs.63,00,000/- had been sent to A1 in this case and the petitioner was also involved, having given assurance to the defacto-complainant to make the payment. The defacto-complainant handicapped person with a leg amputation and he has aged sick mother residing alone. He further submitted that First Information Report was registered on 23.07.2025 and when the petitioner was called for enquiry he was giving evasive replies and was absconding. Hence, opposed for grant of anticipatory bail to the petitioner.

5.The learned counsel for the intervenor submitted that the defacto-complainant had met with an accident on 19.06.2013, in which he lost his leg completely. Thereafter, he filed an accident claim petition in M.C.O.P.No.2025 of 2014, seven years after the accident, he received a compensation amount of Rs.1,18,61,800/- along with interest. The petitioner's mother is a widow and a patient. The defacto-complainant and his mother are living separately maintaining cordial relations with each other. Petitioner is the auditor of the defacto-complainant. He informed the defacto-complainant that, instead of keeping the money in bank, lending it to the A1 would yield better returns, with monthly interest assured. Believing the same and upon the petitioner further assuring that he would act as a guarantor, the defacto-complainant transferred the money on



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seventeen occasions, in parts. On each occasion, the money was sent only after obtaining concurrence and approval from the petitioner. In total a sum of Rs.63,00,000/- was sent. After the amount was sent, neither a single rupee of interest was paid nor was the principle amount returned to the defacto-complainant. The defacto-complainant had repeatedly pleaded with the petitioner as well as the A1, seeking the return of the money along with interest, in order to meet his medical expenses and also for his mother, as well as other financial needs. However, each time, both of them gave evasive replies, stating that the money would be returned once the property was sold. For years, nothing materialized except for empty assurances. Eventually, it came to light that both the petitioner and the defacto-complainant are acting in manipulative manner. Left with no other option, the defacto-complainant lodged a complaint. Hence, he strongly opposed for grant of anticipatory bail to the petitioner.

6.At this juncture, the learned counsel for the petitioner voluntarily submitted that the petitioner, in order to show his bonafide, is ready and willing to deposit a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) to the credit of Crime No.753 of 2025 without prejudice to his defence. The petitioner has no objection for withdrawal of the said amount by the defacto-complainant.



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7. Heard the learned counsels and perused the materials available on record.

8. Considering the facts and circumstances of the case, the submission that the petitioner is willing to deposit an amount of Rs.10,00,000/- to the credit of Crime No.753 of 2025 and since custodial interrogation of the petitioner is not required, this Court is inclined to grant bail to the petitioner with certain conditions.

9. Accordingly, the petitioner is directed to deposit a sum of **Rs.10,00,000/- [Rupees Ten Lakhs Only]** to the credit of Crime No.753 of 2025 before the trial Court, on such deposit and production of proof, the petitioner 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 on which the order copy made ready, before the learned **Judicial Magistrate II, Alandur**, 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 learned Magistrate concerned,



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failing which, the petition for anticipatory bail shall stand dismissed. The defacto-complainant shall file a petition/memo seeking for withdrawal of the amount. The trial Court to dispense with the issuance of notice to the petitioner in the event of no claim by the defacto-complainant.

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

[b] the sureties shall affix their photographs and Left Thumb Impression in the Application for Surety ship [Judicial Form No.46 annexed to 'The Criminal Rules of Practice, 2019']. The learned Magistrate shall obtain a copy of any one of the identity proofs to ensure their identity;

[c] the petitioner shall report before the respondent police from 18.08.2025 daily at 10.30 a.m. for a period of thirty days; thereafter as and when required for interrogation;

[d] the petitioner shall not abscond either during investigation or trial and he shall make himself available for interrogation by a Police Officer as and when required;

[e] the petitioner shall not directly or indirectly cause any threat to the de facto complainant and witnesses and shall not tamper with evidence or witness either during investigation or trial;



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[f] the petitioner to give an undertaking that if required for being identified by witnesses during investigation or for police custody beyond the first fifteen days, he shall comply to the directions as may be given by the Court in this regard;

[g] On breach of any of the aforementioned conditions, the learned Magistrate/Trial Court is entitled to pass appropriate orders against the petitioner in accordance with law as if the aforementioned 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 of Kerala [(2005)13 SCC 283]**;

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

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To

- 1.The Judicial Magistrate II, Alandur.
- 2.The Inspector of Police,
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Chennai.
3. The Public Prosecutor,
High Court of Madras.



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M.NIRMAL KUMAR, J.

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