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Crl.OP.No.29437 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :28.10.2025

CORAM

THE HONOURABLE MR JUSTICE K.RAJASEKAR

Crl.O.P.No.29437 of 2024

1. Khaja Mydeen @ Syed Ibrahim Khaja Mohideen

2. Syed Ibrahim

3. Madhi Rasool

4. Arshad @ Arshad Parvesh

... Petitioners

Vs.

State rep by the

Inspector of Police,

Rathinapuri Police Station,

Coimbatore.

(Cr.No.222 of 2024)

... Respondent

PRAYER : Criminal Original Petition filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, to enlarge the petitioners on bail in the event of their arrest pending in Crime No.222 of 2024 pending investigation on the file of the Inspector of Police, Rathinapuri Police Station, Coimbatore.

For Petitioners : Mr.Jawahar Jayaraman

For Intervenor : Mr.S.Santhosh Kumar

For Respondent : Mr.S.Udaya Kumar
Government Advocate (Crl. Side)



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ORDER

The petitioners, who apprehends arrest for the alleged offence under Sections 406, 420 and 506(2) of IPC in Cr.No.222 of 2024 on the file of the respondent police seeks anticipatory bail.

2. The case of the prosecution is that A1 along with the petitioners /A2 to A5 promised to supply electronic home appliances for the purpose of the retail business run by the defacto complainant. Accordingly, they collected a sum of Rs.3.2crores and further demanded an additional Rs.1.8crores for the supply of goods. The petitioners also received promissory notes and cheques from the defacto complainant. However, even after six months, they failed to supply the said electronic home appliances as promised. When the defacto complainant questioned them, the petitioners allegedly threatened him at gunpoint. Hence, the present complaint has been lodged.

3. The learned counsel appearing for the petitioners submitted that there was a documented agreement entered into between the parties. He further submitted that on 26.12.2022, they entered into a Memorandum of Understanding, under which the defacto complainant agreed to pay a sum of Rs.5crores to the petitioners. It was also agreed that the defacto complainant



would avail a loan from the petitioners for the purpose of repayment, to be made by one Kumar, who undertook to pay Rs.5crores to the petitioners. The said arrangement was endorsed by the defacto complainant in favour of the petitioners. It was also submitted that this Court, in Crl.O.P.No.17745 of 2023 dated 04.08.2023, had observed that the petitioner was being harassed on the basis of a civil dispute. Based on the same, a complaint was lodged by the petitioner. This order was challenged before the Hon'ble Apex Court by a finance company, and the Apex Court held that the finance company had no locus standi to challenge the said order, since the defacto complainant and one Jegannathan had already filed separate complaints against the respondent.

4. The learned counsel appearing for the intervenor submitted that the specific allegation against the accused is that they made a false promise to supply electronic home appliances from China, thereby deceiving and misappropriating Rs.3.2crores from the defacto complainant. Despite repeated assurances, they failed to deliver the goods and, when questioned, threatened the complainant at gunpoint with dire consequences. Hence, he opposed the grant of anticipatory bail to the petitioners.

5. The learned Government Advocate (Crl. Side) appearing for the respondent police reiterated the prosecution case and vehemently opposed the



grant of anticipatory bail to the petitioners.

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

7. I have also perused the materials, including the FIR, which reveals that the petitioners had promised to supply electronic home appliances to the defacto complainant. It is seen that on 26.12.2022, they entered into a Memorandum of Understanding under which the defacto complainant agreed to pay Rs.5crores to the petitioners and also availed a loan from them, with repayment to be made by the fourth party. It is also stated that the petitioners had collected certain amounts and failed to return some money, while the defacto complainant had also defaulted in repayment.

8. Considering the nature of the dispute, I am of the view that custodial interrogation of the petitioners is not necessary. Hence, I am inclined to grant anticipatory bail to the petitioners, subject to certain conditions.

9. 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 on which the order copy made ready, before the ***learned Judicial Magistrate-II, Coimbatore*** on condition that each of the petitioners shall execute separate bonds for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only), with two sureties each for a like sum to the satisfaction of



the learned Magistrate concerned, and on further condition:

(a) If the petitioners failed to surrender before the concerned Magistrate within a period of fifteen (15) days from the date of receipt of a copy of this order, 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 identify proofs to ensure their identity;

(c) The petitioners shall report before the respondent police everyday at 10.30 a.m., for a period of three weeks and thereafter, as and when required for interrogation;

(d) On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate actions against the petitioners in accordance with law as if the conditions have been imposed and the petitioners released on anticipatory bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in *P.K.Shaji v. State of Kerala [(2005) AIR SCW 5560]*;



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(e)If the accused thereafter absconds, a fresh FIR can be registered under Section 269 of BNS Act.

28.10.2025

Vv

To

1. The Judicial Magistrate-II, Coimbatore
2. The Inspector of Police,
Rathinapuri Police Station,
Coimbatore.
- 3.The Public Prosecutor
High Court of Madras,
Chennai 600 104.

K.RAJASEKAR, J.

Vv



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