



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.11.2025

CORAM

THE HONOURABLE MR. JUSTICE K.RAJASEKAR

Crl.O.P.Nos.29573 & 29608 of 2025

Karthick Prabhu

... Petitioner in Crl.O.P.No.29573 of 2025/A1

1. Srinidhi M Chetty

2. S.Vijayakumar

... Petitioners in Crl.O.P.No.29608 of 2025/A2 & A3

Vs.

The State Represented by,
Inspector of Police,
City Crime Branch,
Coimbatore City.
Crime No.28 of 2025

... Respondent in both petitions

COMMON PRAYER : Criminal Original Petitions filed under Section under Section 482 of B.N.S.S., 2023, to enlarge the petitioner on anticipatory bail in the event of her arrest in Crime No.28 of 2025 on the file of the respondent police.



For Petitioners : Mr.N.R.Elango,
Senior Advocate,
for Mr.Jerald C.Tennyson.
(In both petitions)

For Intervenor : Mr.T.Gowthaman,
Senior Advocate.
for Mr.R.Swarnavel
(In both petitions)

For Respondent : Mr.S.Udayakumar,
Government Advocate (Criminal Side).
(In both petitions)

COMMON ORDER

The petitioners herein, apprehending arrest at the hands of the respondent police for the offences punishable under Sections 318(4), 351(3), 61(2) of BNS Act, 2023 in Crime No.28 of 2025, on the file of the respondent Police, seek anticipatory bail.

2. The allegations against the petitioners herein is that, they received a sum of Rs.47,30,20,101/- from the defacto complainant, on the false



WEB COPY

assurance of huge profits and making him as one of the Directors of A1's company namely M/s. Coco Planet after converting the said company as a private limited company; that thereafter, the petitioners did not taken any steps to make the defacto complainant as one of the Directors and not shared any profit of the company with him; that while so, the defacto complainant insisted the petitioners to repay his money and accordingly, the petitioners had repaid only a sum of Rs.24,06,91,955/- between June 2021 and December 2024 to the defacto complainant; that thereafter the petitioners did not repaid the balance amount of Rs.27,74,00,000/- and subsequently, cheated the defacto complainant. Hence, this case.

3. The learned counsel for the petitioner in CrI.O.P.No.29573 of 2025 would submit the petitioner/1st accused is running a business in the name and style of *M/s.Coco Planet*. He used to get loans from the defacto complainant, and whenever the petitioner was in need of money, approached the defacto complainant, and availed loan of Rs.27,50,00,000/- (Rupees Twenty Seven



WEB COPY

Crores and Fifty Lakhs Only) to develop his business, the amount was duly repaid by the petitioner/1st accused along with the agreed interest. He would further submit that before transferring further loan amount to the petitioner's account, the defacto complainant obtained three cheques and an MOU from the petitioner/1st accused. Thereafter, the defacto complainant did not disburse the loan amount. Even after repeated requests, the defacto complainant did not consider petitioner's request. Hence, the petitioner/ 1st accused sent a notice to the defacto complainant on 26.09.2025 to return the cheques and the MOU. To make unlawful gain, the defacto complainant has made a false allegation against the petitioner/1st accused. Hence, he prays to grant anticipatory bail to the petitioner/1st accused.

4. The learned counsel for the petitioners in Crl.O.P.No.29608 of 2025 would submit that the first accused is husband of the first petitioner and son of second petitioner. The first accused is running business in the name and style of *M/s.Coco Planet* in the Town Pollachi, Coimbatore District, State of



WEB COPY

Tamil Nadu, which is petitioner's Vintage and Ancestor business in nature and first accused is the sole proprietor of the *Coco Planet*. The present petitioners/Accused Nos.2 & 3 have no role in the above said business. The petitioners never had any kind of transaction with the defacto complainant. Only to gain unlawfully defacto complainant had added them as accused in the FIR. Hence, he prayed for grant of anticipatory bail to the petitioners/Accused No.2 & 3.

5. The learned counsel for the Intervenor would submit that the defacto complainant paid huge amount based on promise made by the petitioners. They returned only a portion of the money, amounting to Rs.24,06,91,955/-, between June 2021 and December 2024, and cheated the balance amount of Rs.27,74,00,000/- on various false pretexts. Therefore, seeks recovery of the said Rs.27,74,00,000/- along with interest. Hence, he opposed to grant bail to the petitioners.



WEB COPY

6. The learned Government Advocate (Crl Side) would submit that the investigation revealed that A1 & A2 have collected a sum of Rs.47,30,20,101/- by way of bank transactions between 03.06.2021 and 27.10.2024 and portion of money have been repaid and remaining amount has not been repaid and the investigation in this case is still pending. Hence, he opposed to grant anticipatory bail to the petitioners.

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

8. On perusal of records, it shows that a portion of amount of Rs.24.6 crores has been already returned back to the defacto complainant by A1 and cheques were also obtained by the defacto complainant from A1 for securing balance amount alleged to be returned by A1. Further A1 had already initiated civil proceedings against one Senthil Vendhan, who alleged to have obtained Cheques and MOU from A1 for lending money, towards his business



WEB COPY



needs. The allegations levelled also shows that, it is the case of money dispute between the defacto complainant and the petitioners herein, hence they shall approach the Civil Court for remedy.

9. Considering the above facts, that custodial interrogation of the petitioners herein is not necessary for the purpose of investigation of the case of this nature, hence 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 days from the date of receipt of a copy of this order, before the learned **Judicial**



WEB COPY

Magistrate No.VII, Coimbatore, on condition that the petitioners shall execute a bond 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 that:

[a] if the petitioners fail to surrender before the concerned Magistrate within a period of fifteen 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 the identity proofs to ensure their identity;

[c] the petitioners shall report before the respondent police everyday at 10.30 a.m., for a period



WEB COPY



**of three weeks and thereafter as and when required for
interrogation;**

[d] On breach of any of the aforementioned conditions, the learned Magistrate/Trial Court is entitled to pass appropriate orders against the petitioners in accordance with law as if the aforementioned conditions have been imposed and the petitioners released on bail by the learned Magistrate/Trial Court herself as laid down by the Hon'ble Supreme Court in **P.K.Shaji vs.**

State of Kerala [(2005)13 SCC 283];

[e] If the accused thereafter absconds, a fresh FIR



WEB COPY



can be registered under Section 269 of B.N.S.

kmm

21.11.2025



WEB COPY

To

1. The Judicial Magistrate No.VII, Coimbatore.
2. The Inspector of Police,
City Crime Branch,
Coimbatore City.
- 3.The Public Prosecutor,
High Court of Madras.



WEB COPY



K.RAJASEKAR, J.

kmm

Crl.O.P.Nos.29573 & 29608 of 2025



WEB COPY



21.11.2025