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Crl.O.P.No.31826 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21-11-2025

CORAM

THE HONOURABLE MR JUSTICE K. RAJASEKAR

CRL OP NO.31826 of 2025

Somashekhar

... Petitioner/ Accused

Vs

The State Rep. By,
The Inspector of Police,
Cyber Crime, Krishnagiri,
Krishnagiri District.
(Crime No.105 of 2025)

... Respondent

PRAYER: Criminal Original Petition filed under Section 482 of Bharatiya
Nagarik Suraksha Sanhita, 2023, pleased to enlarge the petitioner on
anticipatory bail in the event of arrest by the respondent in Crime No.105
of 2025 on the file of the respondent police.

For Petitioner : Mr. P.M. Jayachandran

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



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ORDER

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Section 318(4) of BNS and Section 66D of IT Act, 2000 in Crime No.105 of 2025 on the file of the respondent Police, seeks anticipatory bail.

2. The allegation against the petitioner herein is that, he is running a registered company in the name and style of RK Sign Solutions at Bangalore, which deals with printing machines trading business; that the petitioner had cheated the defacto complainant to the tune of Rs.5,70,000/- under the guise of supplying printers; that thereafter, the petitioner issued three cheques to the aforesaid amount to the defacto complainant, which were also dishonoured. Hence, this case.

3. The learned counsel appearing for the petitioner submitted that a false case has been foisted by the defacto complainant against the petitioner; that initially the defacto complainant approached the petitioner to purchase old Mimaki printing machine and paid a sum of Rs.3,70,000/-



in two instalments; that subsequently, the defacto complainant cancelled the old printer order and asked the petitioner to supply new printer worth about Rs.9,44,000/- including GST instead of old printer and for that, the defacto complainant paid an additional amount of Rs.2,00,000/- and assured to pay the balance amount after obtaining loan, thereby the petitioner herein placed an order with the supplier by paying the advance amount. He further submitted that all of a sudden, the defacto complainant cancelled the purchase order and insisted the petitioner to refund the advance amount; that due to which, the petitioner's company incurred financial loss and the supplier also not refunded the advance amount; that whileso, the defacto complainant issued legal notice, for which the petitioner also issued three cheques on assurance for arriving settlement to the dispute, however, the defacto complainant presented the cheques for collection, which were dishonoured, thereby the defacto complainant is also initiating to file 138 of Negotiable Instruments Act as against the petitioner, therefore the defacto complainant is giving a criminal colour purely for a business transaction dispute; and that the petitioner is ready to abide by any conditions that may be imposed by this Court, hence sought for anticipatory bail to the petitioner.



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4. The learned Government Advocate (Crl. Side) appearing for the respondent police while opposing the anticipatory bail to the petitioner reiterated the prosecution case and submitted that the petitioner has no previous antecedents; and that the investigation of this case is pending.

5. Considering the submissions made on both sides, facts and circumstances of this case, nature of allegation is violation of agreement entered and the petitioner has no previous antecedents and allegations are all borne out of records, this Court is of the view that, custodial interrogation is not necessary for the purpose of investigation, hence this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

6. Accordingly, 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 No.II, Krishnagiri** on condition that the petitioner shall execute a bond for a sum of **Rs.15,000/- (Rupees Fifteen 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 petitioner fails to surrender before the concerned Magistrate within a period of fifteen days from the date of receipt of 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 petitioner shall report before the respondent police daily at 10.30.a.m., for a period of two 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 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];**



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K. RAJASEKAR, J.

stn

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

21.11.2025

stn

To

1. The Judicial Magistrate No.II,
Krishnagiri.
2. The Inspector of Police,
Cyber Crime, Krishnagiri,
Krishnagiri District.
(Crime No.105 of 2025)
3. The Public Prosecutor,
High Court of Madras.

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