



CRL OP(MD).No.10999 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Date : 09/07/2025

PRESENT

The HONOURABLE MR. JUSTICE P. VADAMALAI

CRL OP(MD).No.10999 of 2025
and
CRL.M.P(MD) No.8895 of 2025

Humayun,
S/o.Shan Patcha

.. Petitioner/Sole Accused

Vs

The State represented by
The Inspector of Police,
Tanjore Town East Police Station,
Tanjore,
Tanjore District.
(Crime No.117 of 2025)

.. Respondent/Complainant

For Petitioner : Mr.R.Sundar,
Advocate.

For Respondent : Mr.Thanga Aravindh.B,
Government Advocate (Crl.Side)
For Intervenor : Mr.A.Azhageson

PETITION FOR BAIL Under Sec.483 of BNSS

PRAYER :- For Bail in Crime No.117 of 2025 on the file of the Respondent Police.

<https://www.mhc.tn.gov.in/judis>



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ORDER : This Court made the following order :-

The petitioner/sole accused, who was arrested and remanded to judicial custody on 08.05.2025 for the offences punishable under Sections 316 (2) and 318(4) of the Bharatiya Nyaya Sanhita 2023 in Crime No.117 of 2025 on the file of the respondent police, seeks bail.

2. The case of the prosecution is that on 30.08.2023, the petitioner cheated the de-facto complainant Ganesan by taking his nine tipper lorries on contract basis, but he did not act as per contract and he changed the chassis number of the tipper lorry and sold it to a third party and thereby, he committed the offences alleged. Hence, the present case.

3. The learned counsel for the petitioner submitted that the de-facto complainant entered into a vehicle agreement with the petitioner on 30.08.2023. Further, Ten days after the agreement, 10.09.2023, yet another agreement was entered into between them. The de-facto complainant handed nine Tipper Lorries to the petitioner through the above two vehicle agreements. The petitioner submits



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that on the execution date of the above mentioned first agreement, the petitioner has given a sum of Rs.15,00,000/- (Fifteen Lakh). The total sale consideration has been fixed at Rs.1,10,00,000/- (One Crore Ten Lakh). As per the terms of said agreement, the remaining balance sale consideration, namely Rs.95,00,000/- (Ninety Five Lakh) is to be treated as a loan repayable by the petitioner with 24% per annum. As per the terms and conditions of said agreement, the petitioner has to pay a sum of Rs.1,90,000/- (Rupees One Lakh Ninety Thousand only) as interest if at all the petitioner pays the excess amount, and the same will be credited to the principal loan amount. He further submits that the defacto complainant has breached the terms and conditions of the above agreements. However, the defacto complainant has insisted on paying the said amount as per the terms and conditions of the said agreements. Further, the defacto complainant has threatened the petitioner with dire consequences. He would further submit that the petitioner is an innocent person and he has not committed any offences as alleged by the prosecution. The petitioner is no way connected with the case, a false case has been lodged as against the petitioner. The petitioner is ready and willing to abide any conditions that may be imposed by this Court. He would further submit that the petitioner is in custody from 08.05.2025. Hence, he seeks bail.



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4. The learned Government Advocate (Criminal Side) would submit that the defacto complainant owner of the lorry and he was cheated by the petitioner. He would further submit that 5 lorries were handed over to the defacto complainant and 3 lorries were under the custody of the respondent police and one lorry was damaged by the accused person and sold it to third party. He would further submit that the investigation is almost completed. However, he objected to grant bail to the petitioner.

5. The learned counsel for the Intervenor would submit that the petitioner had cheated the defacto complainant and he has threatened him with dire consequences. He further submitted that Only 9 lorries were handed over to the accused persons as per the agreement. At this juncture, the defacto complainant had received a phone call from the Nanguneri Police station and he came to know that his one of the lorry was captured by the said police officials for the reason that his lorry's original chase number was changed into another number and the petitioner/accused who committed the illegal activities. Hence, the defacato complaint has given a complaint before the respondent police. He would further submit that if the petitioner is released on bail, he may abscond and tampering the witnesses and threatened the defacto complainant. Hence, he objected for grant of bail to the petitioner.



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6. Taking into consideration of the facts and circumstances of the case and also taking note of the fact that some of the vehicles have been recovered and the investigation is almost completed and also considering the period of incarceration suffered by the petitioner, this court is inclined to grant bail to the petitioner, subject to the following conditions:

7. Accordingly, the petitioner is ordered to be released on bail on executing 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 Judicial Magistrate No.1, Tanjore, and on further conditions that :-

[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 petitioner shall furnish his residential address and contact number to the learned Judicial Magistrate No.1, Tanjore District. If the petitioner changes his residential address, he shall report the same to the learned Judicial Magistrate No.1,



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Tanjore District;

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[c] the petitioner shall appear and sign before the respondent police daily two times at 10.30 a.m. and 05.00 p.m. until further orders.

[d] the petitioner shall not abscond either during investigation or trial.

[e] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[f] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the 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)AIR SCW 5560].

[g] If the accused thereafter absconds, a fresh FIR can be registered under Section 269 of BNS.



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8. Accordingly, this Criminal Original Petition is allowed. Consequently, connected CrI.M.P(MD).No.8895 of 2025 is closed.

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/07/2025
Sub-Assistant Registrar (CS-I/II/III/IV)
Madurai Bench of Madras High Court,
Madurai - 625 023.

EBSI

TO

1. THE JUDICIAL MAGISTRATE NO.1,
TANJORE DISTRICT.
2. THE CHIEF JUDICIAL MAGISTRATE
THANJAVUR DISTRICT AT KUMBAKONAM.
3. THE OFFICER INCHARGE,
SUB JAIL,
TANJORE DISTRICT.
4. THE INSPECTOR OF POLICE,
TANJORE TOWN POLICE STATION,
TANJORE,
TANJORE DISTRICT.

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5. THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI.

ORDER
IN
CRL OP(MD).No.10999 of 2025
and
CRL.M.P(MD) No.8895 of 2025
Date :09/07/2025

PR/10.07 .2025 8P/6C

Madurai Bench of Madras High Court is issuing certified copies in this format from 17/07/2023