



CRL OP(MD). No.11073 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **18.09.2025**

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THE HONOURABLE MRS JUSTICE S.SRIMATHY

CRL OP(MD) NO. 11073 of 2025

Elisfa @ Elishba Zipporah

..Petitioner/A2

Vs

State Of Tamilnadu,

Rep By The Inspector Of Police,
City Crime Branch Police Station,

Madurai City.

(Crime No.18 of 2025)

Respondent (s)

For Petitioner(s) :

Mr.S.Nihar Ali

For Respondent(s) :

Mr.S.S.Manoj

Government Advocate (Crl. Side)

For Intervener : Mr.G.Sakthi Rao

PETITION FOR ANTICIPATORY BAIL Under Sec.482 of
BNSS

PRAYER :-

For Anticipatory Bail in Crime No.18 of 2025 on
the file of the Respondent Police.

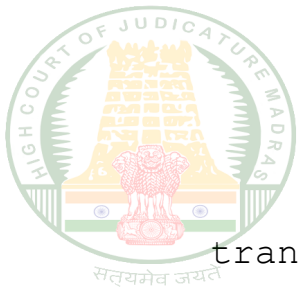


CRL OP(MD). No.11073 of 2025

ORDER : The Court made the following order :-

WEB COPY The petitioner/A2, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 61(2), 318(4), 336(1), 336(3), 338 and 340(2) of BNS, 2023, in Crime No.18 of 2025 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the defacto complainant is running a agency in the name of Annamithra Agency and distributing the Frozen and Non Frozen foods and bakery products at Madurai. One Benjamin, who is the husband of the petitioner is running a cafe in the name of Been Cafe and he is said to be placed order and pruchased the above items from the defacto complainant right from the year 2021 onwards. From 01.04.2021 to 24.09.2024, the defacto complainant sent bill to the petitioner's husband whatsapp and thereby, the petitioner's husband



CRL OP(MD). No.11073 of 2025

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transferred the bill amount through account and the said payment to be shared the screen shot to the defacto complainant's whatsapp number. While being do, the defacto complainant came to know the screen shot send by the above said Benjamin is forged one and the petitioner and her husband cheated the defacto complainant. Hence, a case was registered.

3. The learned counsel appearing for the petitioner submitted that the petitioner is an innocent person and she has not committed any offence as alleged by the prosecution. He further submitted that there was a compromise between the parties and they are ready to pay the disputed amount to the defacto complainant. He, however, submitted that the petitioner is willing to abide by any conditions that may be imposed by this Court. Hence, he seeks anticipatory bail.



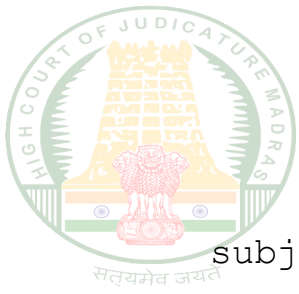
CRL OP(MD). No.11073 of 2025

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4. The learned Government Advocate (Crl. side) submitted that there was a compromise between the parties. However, he opposed to grant anticipatory bail to the petitioner.

5. There was a compromise between the parties, where it was agreed to receive a sum of Rs. 15,00,000/- for the time being without prejudice rights of the parties and compromise agreement was entered into one hundred stamp papers dated 14.07.2025. Based on the agreement, the petitioner has already paid Rs.5,00,000/-. The subsequent payment was paid through Demand Draft No.186901, dated 08.08.2025, which is received by the deacto complainant dated 28.08.2025. The remaining payment as agreed shall be paid without fail.

6. Recording the same, this Court is inclined to grant anticipatory bail to the petitioner,



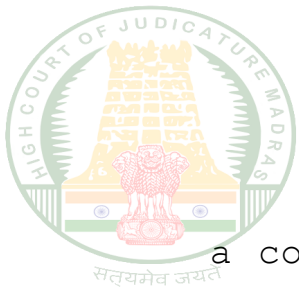
CRL OP(MD). No.11073 of 2025

subject to certain conditions.

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7. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on her appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.1, Madurai, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with 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 Judicial Magistrate No.1, Madurai, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

(a) the petitioner and the sureties shall affix their photographs and left thumb impression in the surety bond and the Magistrate may obtain



CRL OP(MD). No.11073 of 2025

a copy of their Aadhar card or Bank pass Book to ensure their identity;

(b) the petitioner shall furnish her residential address and mobile number to the learned Judicial Magistrate No.1, Madurai. In the event of any change in her residential address, the petitioner shall report the same to the learned Judicial Magistrate No.1, Madurai;

(c) the petitioner shall report before the respondent Police as and when required for interrogation;

(d) the petitioner shall not tamper with evidence or witness either during investigation or trial;

(e) the petitioner shall not abscond either during investigation or trial;



CRL OP(MD). No.11073 of 2025

WEB COPY (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]* and;

(g) if the accused/petitioner thereafter abscond, a fresh FIR can be registered under Section 269 of BNS, 2023.

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18.09.2025
2/2



CRL OP(MD). No.11073 of 2025

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1.The learned Judicial Magistrate No.1, Madurai.

2. The Inspector Of Police,
City Crime Branch Police Station,
Madurai City.

3.The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.



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CRL OP(MD). No.11073 of 2025

S. SRIMATHY. J. ,

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Cr1.O.P. (MD) .No.11073 of 2025

Date : 18.09.2025
2/2