



CRL OP(MD). No.11770 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Date : 30.10.2025

PRESENT

THE HON'BLE MRS JUSTICE S.SRIMATHY

CRL OP(MD)No.11770 of 2025

M.Balasubramanian

... Petitioner/ Accused

Vs

The State of Tamil Nadu
Represented by
The Inspector of Police,
CCB – Madurai City,
Madurai District.
(Crime No.23 of 2025)

... Respondent

For Petitioner : Mr.Niranjan S.Kumar

For Respondent : Mr.S.S.Manoj
Government Advocate (Crl.Sid)

For Intervenor : Mr.R.L.Dhilipan Pandian
For M/s.D.Parvathy

PETITION FOR ANTICIPATORY BAIL Under Sec.482 of BNSS Act
2023.

PRAYER :-For Anticipatory Bail in Crime No.23 of 2025 on the file of
the Respondent Police.

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ORDER : The Court made the following order :-

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The petitioner/Accused, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 318(3) & 318(4) of BNS 2023, in Crime No.23 of 2025 on the file of the respondent police, seeks anticipatory bail.

2. The prosecution's case is that the de facto complainant is a well-known actor-director who has been in the film industry for the past 30 years and has been awarded various accolades and national awards for his films. Further, the petitioner, along with other accused persons, had approached the defacto complainant and expressed that they are willing to invest the money for a film project. After believing the words of the accused persons, the defacto complainant had entered into an agreement with A1 who is running a production Company in the name of Star Guru Film Factory (SGFF). Further, an agreement was executed on October 2024 by and between SGFF and Bioscope Film Framers. The agreement was made, wherein the defacto complainant was bound to direct a film on a "First Copy basis" within a stipulated period of 10 months to finish the entire project and submit the same to the SGFF for initial screening. The



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specific clause wherein the defacto complainant is not bound to disclose any of the details, regarding production cost, budgeting, etc and the only condition was to direct the film within the agreed budget of Rs.15 crores, and if the budget exceeds more than the agreed amount, the same has to be borne by the defcto complainant. Agreeing to the above terms, the defacto complainant met the accused persons at Madurai Meenakshi Amman Temple, where they had arranged for Pooja to start the film production. Further, the defacto complainant had invested an initial amount of Rs.6 Crores and the accused persons had given a cheque for a sum of Rs.42 Lakhs and which was dishonoured. Further, the accused persons had defrauded the defacto complainant and dishonestly induced him to spend his own funds and cheated the defacto complainant. Hence, the complaint.

3. The learned counsel for the petitioner submitted that the petitioner is an innocent person and he has not committed any offence as alleged by the prosecution. He further submitted that there is no previous case pending against the petitioner, and there was an agreement entered into between the parties. He further submitted that the petitioner is ready



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and willing to abide by any conditions that may be imposed by this Court. Hence, he seeks anticipatory bail for the petitioner.

4. The learned Government Advocate (Crl.Side) submitted that there is no previous case pending against the petitioner and the investigation is still pending. Hence, he vehemently opposed to grant anticipatory bail to the petitioner.

5. The learned counsel for the Intervenor/defacto complainant submitted that the petitioner along with other accused persons had cheated the defacto complainant. Further, the defacto complainant had invested more money in the production of the film. Hence, he strongly opposed for grant of anticipatory bail to the petitioner.

6. Considering the facts and circumstances of the case and also the fact that there was agreement entered between the parties and the allegation is violation of agreement and there is no previous case pending against the petitioner, this Court is inclined to grant anticipatory bail to the petitioner, 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 his appearance, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties, each for a like sum to the satisfaction of the learned Judicial Magistrate No.1, Madurai, within a period of fifteen days from the date of receipt of a copy of this order and on further conditions that:

[a] the petitioner and the sureties shall affix their photographs and left thumb impression in the surety bond and the Magistrate may obtain a copy of their Aadhaar card or bank pass book to ensure their identity;

[b] the petitioner shall report before the respondent police daily at 10.30 a.m., for a period of three weeks and thereafter, as and when required for interrogation.

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

[d] the petitioner shall not abscond either during



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investigation or trial.

[e]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 is 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].

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

(S S Y J)
30.10.2025

msrm

To

- 1.The learned Judicial Magistrate No.1,
Madurai.
- 2.The Inspector of Police,
CCB – Madurai City,
Madurai District.
3. The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.



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S.SRIMATHY,J

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**ORDER
IN
CRL OP(MD). No.11770 of 2025**

**30.10.2025
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