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CRL MP No. 10916 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-06-2026

CORAM

THE HON'BLE MR. JUSTICE C.KUMARAPPAN

CRL MP Nos. 10916 & 10917 of 2025

in

CRL OP Nos. 14531 & 15200 of 2024

CRL MP No.10916 of 2025:

M.Antony Renalton Raja

..Petitioner(s)

Vs

1. B.Veerat
2. V.Balamurugan
3. B.Uma
4. B.Bakkialakshmi
5. State rep by
The Inspector of Police,
CCB-II, EDF-III, BETA-VI,
Veppery, Chennai.

..Respondent(s)

CRL MP No. 10917 of 2025:

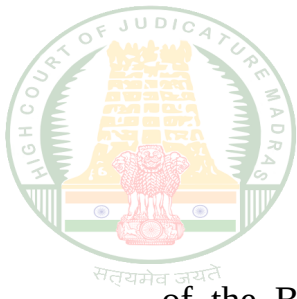
M.Antony Renalton Raja

..Petitioner(s)

Vs

1. Praveen
2. State rep by
The Inspector of Police,
CCB-II, EDF-III, BETA-VI,
Veppery, Chennai.

..Respondent(s)



CRL MP No. 10916 of 2025

Criminal Miscellaneous Petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, Act, 2023, to pass an order to Cancel the Bail granted to the 1 to 4 respondents accused in Crl.O.P.No.14531 of 2024 in Crime No.127 of 2024 passed by this Court dated on 12.09.2025.

CRL MP No. 10917 of 2025

Criminal Miscellaneous Petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, Act, 2023, to pass an order to Cancel the Bail granted to the 1st respondent accused in Crl.O.P.No.15200 of 2024 in Crime No.127 of 2024 passed by this Court dated on 12.09.2025.

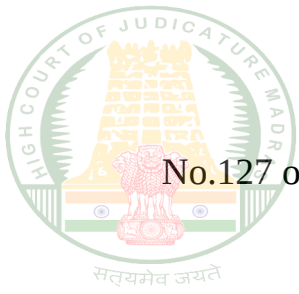
For Petitioner(s): Mr.L.Infant Dinesh
(In Both Crl.MPs)

For Respondent(s): Mr.M.Mohamed Riyaz
For R1 to R4 in Crl.MP.10916/2025
For R1 in Crl.MP.10917/2025

Mr.N.Palanivel
Government Advocate (Criminal Side)
For R5 in Crl.MP.10916/2025
For R2 in Crl.MP.10917/2025

COMMON ORDER

These Criminal Miscellaneous Petitions have been filed to cancel the Anticipatory Bail granted by this Court by orders dated 12.09.2024. Crl.M.P.No.10916 of 2025 seeks cancellation of pre-arrest bail granted to respondents 1 to 4/Accused in Crl.O.P.No.14531 of 2024, while Crl.M.P.No.10917 of 2025 seeks cancellation of pre-arrest bail granted to the 1st respondent/Accused in Crl.O.P.No.15200 of 2024, all registered under Crime



No.127 of 2024 on the file of the respondent police.

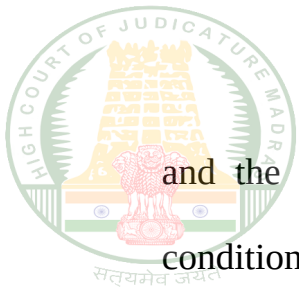
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2. The learned counsel for the petitioner/intervener would submit that this Court, by its order dated 12.09.2024, granted anticipatory bail to the respondents. This concession was extended entirely on the basis of a joint settlement agreement entered into by the parties before the Mediation and Conciliation Centre. The financial terms of the recorded mediation agreement are extracted below:

“1. The 1st petitioner in Crl.O.P.No.14531 of 2024 has agreed to pay a sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs) as settlement to the Intervener in the following manner:

- i. The 1st payment of sum of Rs.25,00,000/- (Rupees twenty five lakhs) in the 1st week of September 2024.*
- ii. The 2nd payment of sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs) in the 1st weeks of November 2024.*
- iii. The final and last payment of sum of Rs.1,00,00,000/- (Rupees One Crore) will be at the time of quashing the FIR before the Hon'ble Madras High Court and this payment will be made by the 1st petitioner in Crl.O.P.No.14531 of 2024 on or before 22nd January 2025.”*

3. The learned counsel for the petitioner further submitted that the respondents, after securing their liberty through mediation agreement, blatantly violated its terms. Out of the agreed amount of Rs.1,50,00,000/-, the respondents have paid only Rs.1,01,00,000/-, leaving a substantial deficit of Rs.49,00,000/- unpaid. However, the deadline of 22nd June 2025 has expired,



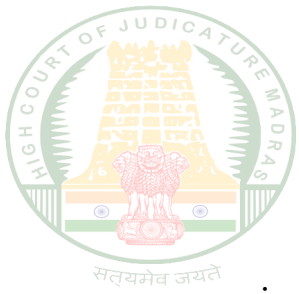
and the respondents are merely dragging the matter and have violated the conditional liberty granted by this Court. The factum of this Rs.49,00,000/- deficit has not been seriously disputed by the respondents' counsel.

4. Per contra, the learned counsel appearing for the respondents relied on the judgments of the Hon'ble Supreme Court of India in ***Biman Chatterjee v. Sanchita Chatterjee and Another (2004) 3 SCC 388*** and ***Phireram v. State of Uttar Pradesh and Another (2025 INSC 1074)***. He vehemently contended that mere non-compliance with a compromise agreement cannot form a legitimate ground for the cancellation of bail, as personal liberty is a valuable right protected under Article 21 of the Constitution of India. The learned Counsel placed specific reliance on paragraph 56 of the ***Phireram's case*** cited *supra*, wherein the established principles governing the cancellation of bail are set out as follows:

“56. This Court then summed up the principles or circumstance governing the cancellation of bail as under:

“25. Some of the circumstances where bail granted to the accused under [Section 439\(1\)](#) CrPC can be cancelled are enumerated below:

- (a) If he misuses his liberty by indulging in similar/other criminal activity;*
- (b) If he interferes with the course of investigation;*
- (c) If he attempts to tamper with the evidence;*
- (d) If he attempts to influence/threaten the witnesses;*



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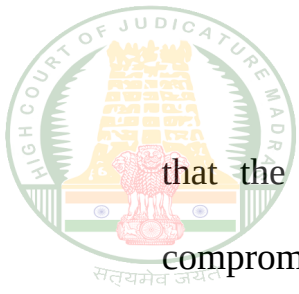


- (e) *If he evades or attempts to evade court proceedings;*
- (f) *If he indulges in activities which would hamper smooth investigation*
- (g) *If he is likely to flee from the country;*
- (h) *If he attempts to make himself scarce by going underground and/or becoming unavailable to the investigating agency;*
- (i) *If he attempts to place himself beyond the reach of his surety.*
- (j) *If any facts may emerge after the grant of bail which are considered uncondusive to a fair trial.*

We may clarify that the aforesaid list is only illustrative in nature and not exhaustive.”

5. I have given my anxious consideration to the submissions made by the learned counsel on either side.

6. While addressing the rulings cited by the learned counsel for the respondents, a forensic insight into paragraph 7 of **Biman Chatterjee's** case cited *supra*, reveals that, the Apex Court observed that regular bail cannot be mechanically cancelled on the ground of violation of the terms of a compromise under criminal jurisprudence. However, in that particular reported case, no submission or undertaking was made before the Court at the time of hearing the bail application, that the parties would comply with the terms of the compromise. It was only under such circumstances that the Apex Court held



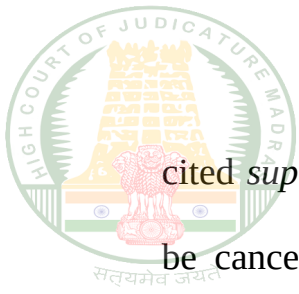
that the cancellation of bail on the ground of violation of the terms of compromise is not permissible.

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7. In the case at hand, reading of paragraph 3 of the original anticipatory bail order explicitly reveals that the respondents prayed for pre-arrest bail by offering to abide by the terms of the mediation agreement. This representation was accepted by the learned Government Advocate and the Intervener. Consequently, this Court in paragraph 7 of the bail order explicitly observed as follows:

“Considering the rival submissions on either side, considering the fact that this matter was referred to mediation, now the matter is settled between the parties amicably and they agreed to act upon the terms of settlement and considering other aspects, this court is inclined to grant anticipatory bail to the petitioners, subject to the following conditions:”

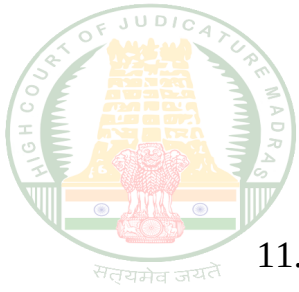
8. A close scrutiny of the above order makes it crystal clear that this Court would not have extended the benefit of anticipatory bail but for the undertaking made by the parties to the effect that they would act in terms of the mediation settlement. Therefore, the very conduct of the respondents in arguing that the violation of terms of compromise will not curtail their liberty would demonstrate and vindicates their fraudulent intent. Though the learned counsel relied upon the another judgment of the Apex Court namely **Phireram’s** case



cited *supra*, wherein paragraph 56 enumerates certain instances where bail can be cancelled, the Apex Court has explicitly clarified that those grounds for cancellation of bail are merely illustrative and not exhaustive in nature. Under such circumstances, when there is a blatant violation of the agreement and an undertaking furnished to the Court for securing benefit of liberty, this Court cannot shut its eye or treat the matter lightly. Obtaining pre-arrest bail under the guise of an amicable resolution to be completed by June 2025, and subsequently dragging out the financial deficit until June 2026, constitutes a deliberate deception of the judicial process committed by the respondents.

9. Under these circumstances, this Court is of the firm view that valid grounds exist to cancel the anticipatory bail. However, taking into consideration that respondents 3 and 4 in Crl.M.P.No.10916 of 2025 are women, this Court exercises leniency and is not inclined to cancel the pre-arrest bail as far as they are concerned.

10. Consequently, the anticipatory bail granted to respondents 1 and 2 in Crl.O.P.No.14531 of 2024 and the anticipatory bail granted to the 1st respondent in Crl.O.P.No.15200 of 2024 by orders dated 12.09.2024 stand cancelled. The respondent police is directed to proceed in accordance with the law.



11. In result, these Criminal Miscellaneous Petitions are ordered in the
above terms.

16-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

Jeni

To

- 1.The Special Court to CCB, CBCID, Egmore, Chennai.
- 2.The Inspector of Police, CCB-II, EDF-III, BETA-VI, Veppery, Chennai.
- 3.The Public Prosecutor, High Court of Madras, Chennai.



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C.KUMARAPPAN J.

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