(2016) 07 DEL CK 0001

In the Delhi High Court

Case No : Bail Appln. 1008 of 2016

K.P. Jayaram APPELLANT

Vs

The State of Nct Delhi RESPONDENT

Date of Decision : 18-07-2016

Acts Referred:
Criminal Procedure Code, 1973 (CrPC) — Section 438

Citation : (2016) 7 ADDelhi 685 : (2016) 3 JCC 1818

Hon'ble Judges : Ms. Sunita Gupta, J.

Bench : Single Bench

Advocate : Mr. Dayan Krishnan, Senior Advocate with Mr Deepak Prakash, Advocate, for the Appellant; Ms. Neelam Sharma, Additional Public Prosecutor for the State along with Sub-Inspector Shambhu Nath, PS CAW Cell, Delhi, Mr. K. Sultan Singh, Sr. Advocate along with

Final Decision : Disposed Off

Judgement

Sunita Gupta, J.—Apprehending his arrest in case FIR No.69/2010 under Sections 120B/406/409/420/467/468/471 IPC registered at Police Station EOW, Mandir Marg, New Delhi, this application under Section 438 of Code of Criminal Procedure has been moved by the petitioner for grant of anticipatory bail.

2. The FIR in the instant case was registered on the basis of a complaint dated 06.05.2010 sent by Mr Abhishek Chopra, Proprietor of M/s R.D. Traders to Economic Offences Wing, Delhi wherein he made allegations against India Household & Health Care Ltd. (IHHL) and its directors that an advertisement was given in the Economic Times, Times of India in the month of March, 2004 stating therein that IHHL is the sole license holder of LG Care (Korea) for the household and healthcare products. IHHL sought to appoint distributors with good financial background. A rosy picture was depicted by the directors/officials of IHHL that they were the subsidiary company of LG Care (Korea). They also gave the FMCG products containing the name and logo of LG. The complainant started business for marketing FMCG products of LG Care (Korea) as distributor of IHHL in Delhi

and gave a sum of Rs. 3 lacs towards the interest bearing refundable security to the directors of IHHL for a period of one year. The directors/officials of IHHL received his signatures on some blank stamp papers, obtained his company''s blank letterheads and two blank cheques in favour of IHHL on the pretext to speed up communication with excise, sales tax, LG Care (Korea), etc. IHHL organised launching of LG FMCG product in Hotel Nikko, Metropolitan, Delhi for North India region where distributors, agents and media personnel were invited and it was represented that IHHL was targeting sales of Rs. 300 crores for the financial year 2004-2005 and the media publicity budget was Rs. 30 crores and this target was easily achievable because of LG Care (Korea) image. After the appointment of the complainant as distributor, all the promises made by the directors of IHHL turned out to be sham as the sale was not taking place as promised as the goods were of inferior quality and there was no proper planning, lack of media campaign and the sudden resignation of the then marketing team of North region. Thereupon, the complainant contacted the officials of IHHL at Chennai. They assured him that they would give him business of Eurolife, Worldwide, Rothmans cigarette, Mecca Cola Beverage, etc without any corresponding security and that final agreement with these companies was expected by November-December, 2004. Even after these assurances, neither sale was happening nor their claims were settled. The officials of IHHL informed that the blank stamp papers, blank letterheads which were taken at the time of appointment for safe custody and proper use under intimation, were misused by IHHL and the accounts of all the distributors were shown as settled. The complainant came to know that the MOU and license agreement were signed by junior working level staff of LG Care (Korea) who were not authorised to enter into such agreement with IHHL. IHHL took benefit of LG Care''s reputation and brand image. Even before signing of alleged unauthorized agreement, IHHL misrepresented itself to be sole licensee and started collecting money in the form of security deposit though even under these MOU/Agreement they were never authorised to collect money in the name of LG Care. It was alleged that IHHL caused wrongful losses to all the distributors and agents by misrepresenting themselves as licensee of LG Care (Korea) and defrauded the complainant of his hard-earned money.

3. This complaint received against IHHL and its office bearers was initially a part of case FIR No.366/06 Police Station Kalkaji, Delhi. During the course of investigation, a Crl. MC No.1270 of 2008 was filed in this Court and the FIR was quashed by order dated 24.04.2008 as the matter was settled between the parties. Thereafter, the complainant filed Crl. MA stating therein that he never settled the matter with the company or its directors. As such, it was observed that while quashing the FIR No.366/06 Police Station Kalkaji, Delhi it had neither dealt with nor commented upon the complainant''s complaint and the order dated 24.04.2008 not to be construed by the police as a closure of the complaint of complainant and that the police was free to take any action in accordance with law on the complainant''s complaint. As such a fresh case vide FIR No.69/2010

was registered at Police Station EOW. On 21.03.2016 a notice under Sections 160, 41A Cr.PC was sent by Police Station EOW, Mandir Marg, New Delhi to the petitioner to join investigation. Apprehending his arrest, an application under Section 438 Cr.PC was filed before the learned Additional Sessions Judge, Saket Courts, New Delhi. However, the application was dismissed on 07.04.2016 by observing that the documents were defective as the company entered into an agreement before it came into existence, the applicant relied upon forged and fabricated documents in order to avoid the payments to the lawful claimants and that the antecedents of the applicant are also questionable as at least two cases of more or less similar nature are pending against him. Thereafter, the applicant has approached this Court seeking anticipatory bail.

4. Mr Dayan Krishnan, learned senior counsel for the petitioner/applicant submits that the applicant is the promoter and chairman of IHHL. The dispute between the parties is of a civil nature which has been given a cloak of criminal offence only as a pressure tactics to extort money from the applicant. It was further submitted that pursuant to a license agreement with LGHHL, the complainant was appointed as distributor/licensee of LGHHL who unilaterally terminated the license agreement due to which the applicant''s company could not honour its contractual obligations causing loss to the company as well as its distributors including the complainant. The claim of the complainant has already been settled by C&F Agent Mr Vikas Garg. However, without prejudice to that, the remaining claims, if any, can be settled in a civil court and criminal court cannot be converted into a recovery court. As regards observations made by learned Additional Sessions Judge while rejecting the bail application that the company entered into an agreement even before it came into existence, it was submitted that the incorporation of the company subsequent to the signing of the MOU has absolutely no bearing on the merits of the present case. The applicant was already carrying out business with LGHHL through its erstwhile company M/s. Malluram Enterprises Pvt. Ltd. As per demand of LGHHL, applicant agreed to get a new company incorporated with the name of M/s India Household and Healthcare Ltd. (IHHL) so that the same compliment the name of their company - LGHHL. The incorporation proceedings had been initiated prior to signing of the MOU and the company was incorporated with the sole objective to carry out the business as mentioned in the MOU. The complainant was appointed as a distributor much later after its incorporation and the security money of Rs. 3 lacs was also credited to the account of IHHL after the due appointment of complainant as a distributor. As regards the security amount of Rs. 3 lacs deposited by the complainant, it was submitted that Mr. Vikas Garg, C&F Agent had already settled the claims of the present complainant. Still the petitioner is ready and willing to deposit the said security amount in the Court as a condition precedent for grant of anticipatory bail. As regards the pendency of other cases, it was submitted that only one criminal case being I-CR No.31/2005 under Sections 120B/406/409/420 and 468 IPC Police Station CID (Crime), Gandhi Nagar, Gujarat is pending against the applicant in which he has been granted bail

vide order dated 06.12.2014. In fact, the applicant has filed a criminal revision petition against the dismissal of the criminal complaint under Section 200 IPC filed by the applicant against Mr Suk Yong Cha and others who are officials of LGHHL in different courts of India. The applicant has settled all the claims of the complainant through C&F Agent Mr Vikas Garg by paying Rs. 4 lacs to him on 24.04.2008. Relying upon Bhadresh Bipinbhai Sheth v. State of Gujarat and Another, (2016) 1 SCC 152. It was submitted that the petitioner is entitled to be released on anticipatory bail. He is ready to join investigation. Reliance is also placed on International Advanced Research Centre for Powder Metallurgy and New Materials (ARCI) and Ors. v. Nimra Cerglass Technics Pvt. Ltd. and Another, (2016) 1 SCC 348 for submitting that no offence under Section 420 IPC is made out. Reliance was also placed on Binod Kumar and Others v State of Bihar and Another, (2014) 10 SCC 663 for submitting that civil liability cannot be converted into a criminal liability.

5. The bail application is opposed by Ms Neelam Sharma, learned Additional Public Prosecutor for the State and Mr K. Sultan Singh, Sr. Advocate for the complainant. It is submitted by learned Additional Public Prosecutor for the State that the investigation revealed that the petitioner was the chairman of the accused company-IHHL. The MOU was executed much prior to the incorporation of the company which clearly reflects forgery, criminality and dishonest intention of the petitioner. Moreover, previously similar cases vide FIR No.736/05 Police Station Punjabi Bagh and FIR Nos.366/06 and 367/06 Police Station Kalkaji were registered against the accused company. In these cases on 01.12.2005 Mr. Vijay R. Singh, Managing Director of IHHL was arrested. His application for grant of anticipatory bail was dismissed by learned Additional Sessions Judge, Rohini Courts, Delhi. It was only thereafter that these cases were compromised and later on quashed by this Court. It was further submitted that the petitioner filed W.P. (Crl.) No. 1035/2013 for quashing the present FIR on merits but the petition was dismissed on 03.12.2013. Several notices were sent to the directors of IHHL to join investigation but neither they have joined investigation nor furnished any reply. The investigation also revealed that the petitioner and other accused persons had changed their addresses and are not residing at the available addresses. In order to unearth the entire conspiracy, to recover the cheated money and to arrest the other co-accused persons, custodial interrogation of the petitioner is required. As such, the anticipatory bail application of the petitioner be dismissed.

6. The complainant has also filed his written submissions along with copies of various orders. Mr. K. Sultan Singh, Sr. Adv. for the complainant submits that the petitioner gave an advertisement claiming himself to be the agent of LG Household Korea in the national newspaper for appointment of LG Household Korea distributors in various parts of India. On the basis of misrepresentations and inducement, the complainant applied for state directorship on 25.03.2004. IHHL was not the alleged licensee of LG Household Korea on the said date and it was not authorised to appoint the licensee/agent on behalf of LG Household

Korea. As per the petitioner, the MOU was entered between LG Household Korea and IHHL on 01.11.2003, even though IHHL was incorporated only on 02.12.2003. After the said advertisement, the complainant had given cheques of Rs. 50 lacs on 04.05.2004, whereas on this date IHHL was not even a licensee of LG Household Korea as per the agreement dated 08.05.2004. By referring to the balance-sheet of IHHL, it was submitted that the promoters/directors contribution is less than Rs. 6 lacs whereas IHHL could raise more than Rs. 25 crores from public and Rs. 20 crores from Union Bank of India only on the strength of MOU and agreement with LG Household Korea. The entire intention was to commit fraud and cheating on the false pretext of duping and inducing innocent people by claiming that IHHL was the authorised agent of LG Household Korea in India. It was further submitted that even after ''hold on'' instruction from their alleged principal - LG Household Korea, which came into existence in September, 2004, IHHL continued to appoint C&F Agents and distributors, just to collect money. Even after termination of the alleged agreement by LG Household Korea on 05.02.2005, IHHL got Rs. 20 crores sanctioned from Union Bank of India and diverted all money to Dubai. After September, 2004, IHHL did not bring any goods from LG Household Korea but still continued raising money. A detailed chart has been placed on record for showing the amount of Rs. 17 crores collected from all agents for showing that IHHL, the petitioner and other directors hatched a scam and planned to cheat and committed fraud on innocent people. The accused persons continued to supply the substandard, defective and unsellable goods to the complainant and others at a premium rate which is approximately five times of their landed cost. It was further urged that LG Household Korea filed a criminal case against its employee and also against the petitioner for prosecution before the court of competent jurisdiction at Korea for fraud, cheating and other offences. The offences were duly proved and the erring officers were sentenced and punished in accordance with Korea law. However, IHHL and the petitioner did not attend the proceedings and were declared as absconder by the Courts in South Korea. It is further submitted that the petitioner is placing reliance on the alleged license agreement between IHHL and LG Household Korea which was allegedly entered by some of the working level officer of LG Household Korea without any proper authority. There was no authorisation from the Korean company and same is clear from the affidavit filed by LG Household Korea with the Chennai High Court in the application No.945/2005. The Madras High Court has passed various orders restraining IHHL and its directors/agents on acting on MOU, Agreement and misusing LG Logo. The promoters/directors of IHHL are habitual cheaters. Other dubious projects of their Eurolife Worldwide Ltd., Hyundai India Telecome Ltd. have also collected huge amounts and many criminal and civil cases are pending all over India. It was further urged that Mr Vijay R. Singh managed to secure bail during lawyers strike. However, subsequently anticipatory bail of Aishwarya R. Singh and Vijay R. Singh were rejected by learned Additional Sessions Judge, Delhi, which fact has been concealed by the petitioner. Lookout notice was issued by the EOW in September, 2005 as the accused were not joining investigation despite various notices under Section 160 Cr.PC. Now the EOW has requested for impounding of passport and deportations. Three FIR Nos. 736/2005 at Police Station Punjabi Bagh; 366/06 and 367/06 at Police Station Kaklaji were registered. Other complaints were clubbed with these FIRs. Due to compromise between the parties, these FIRs were quashed and applicant was arrested at Abu Dhabi which fact has not been disclosed by him. The complainant had no knowledge about settlement, therefore, as and when he came to know about the said fact, he moved a miscellaneous application in the said petition which was unfortunately got dismissed as withdrawn. Thereafter the complainant filed a RTI in Delhi Police and after receiving reply that the complaint of the complainant has been clubbed with FIR No.366/2006, the complainant moved an application. Vide order dated 29.08.2008, it was clarified and the police was directed to investigate the complaint of complainant. Thereupon separate FIR bearing number 69/2010 was registered. The petitioner also filed a petition being W.P.(Crl.) No.1035/2013 for quashing of the said FIR, which was dismissed. The bail application moved by the petitioner was also dismissed in October, 2013. Thereafter, another application was also dismissed on 07.04.2016. IHHL filed a petition under Section 11 of Arbitration & Conciliation Act before the Supreme Court of India bearing Arbitration Petition No.18 of 2005 to institute arbitration against LGHHL in terms of MOU and the license agreement which was dismissed by the Supreme Court on 08.03.2007 holding that agreement(s) were executed fraudulently. In FIR No.375/2006 lodged with CID - Crime, Gandhinagar, the petitioner has been shown as ''absconding''. As such, he is not entitled to be granted anticipatory bail.

7. Before proceeding further, it will be relevant to discuss the law relating to grant of anticipatory bail as has been developed through judicial interpretative process. In Siddharam Satlingappa Mhetre v. State of Maharashtra, (2011) 1 SCC 694, the Court delineated the following factors and parameters that need to be taken into consideration while dealing with anticipatory bail:-

(a) The nature and gravity of the accusation and the exact role of the accused must be properly comprehended before arrest is made;

(b) The antecedents of the applicant including the fact as to whether the accused has previously undergone imprisonment on conviction by a court in respect of any cognisable offence;

(c) The possibility of the applicant to flee from justice;

(d) The possibility of the accused''s likelihood to repeat similar or other offences;

(e) Where the accusations have been made only with the object of injuring or humiliating the applicant by arresting him or her;

(f) Impact of grant of anticipatory bail particularly in cases of large magnitude affecting a very large number of people;

(g) The courts must evaluate the entire available material against the accused very carefully. The court must also clearly comprehend the exact role of the accused in the case. The cases in which the accused is implicated with the help of Sections 34 and 149 of the Penal Code, 1860 the court should consider with even greater care and caution, because over implication in the cases is a matter of common knowledge and concern;

(h) While considering the prayer for grant of anticipatory bail, a balance has to be struck between two factors, namely, no prejudice should be caused to free, fair and full investigation, and there should be prevention of harassment, humiliation and unjustified detention of the accused;

(i) The Court should consider reasonable apprehension of tampering of the witness or apprehension of threat to the complainant;

(j) Frivolity in prosecution should always be considered and it is only the element of genuineness that shall have to be considered in the matter of grant of bail and in the event of there being some doubt as to the genuineness of the prosecution, in the normal course of events, the accused in entitled to an order of bail.

8. The view was reiterated in Bhadresh Bipinbhai Sheth(supra), where the principles of grant of anticipatory bail were summarised as follows:-

(i) The complaint filed against the accused needs to be thoroughly examined, including the aspect whether the complainant has filed a false or frivolous complaint on earlier occasion. The court should also examine the fact whether there is any family dispute between the accused and the complainant and the complainant must be clearly told that if the complaint is found to be false or frivolous, then strict action will be taken against him in accordance with law. If the connivance between the complainant and the investigating officer is established then action be taken against the investigating officer in accordance with law.

(ii) The gravity of charge and the exact role of the accused must be properly comprehended. Before arrest, the arresting officer must record the valid reasons which have led to the arrest of the accused in the case diary. In exceptional cases, the reasons could be recorded immediately after the arrest, so that while dealing with the bail application, the remarks and observations of the arresting officer can also be properly evaluated by the court.

(iii) It is imperative for the courts to carefully and with meticulous precision evaluate the facts of the case. The discretion to grant bail must be exercised on the basis of the available material and the facts of the particular case. In cases where the court is of the considered view that the accused has joined the investigation and he is fully cooperating with the investigating agency and is not likely to abscond, in that event, custodial interrogation should be avoided. A great ignominy, humiliation and disgrace is attached to arrest. Arrest leads to many serious consequences not only for the accused but for the entire family and at times for the entire community. Most people do not make any distinction between arrest at a pre-conviction stage or post-conviction stage.

(iv) There is no justification for reading into Section 438 Code of Criminal Procedure the limitations mentioned in Section 437 Code of Criminal Procedure. The plentitude of Section 438 must be given its full play. There is no requirement that the accused must make out a "special case" for the exercise of the power to grant anticipatory bail. This virtually, reduces the salutary power conferred by Section 438 Code of Criminal Procedure to a dead letter. A person seeking anticipatory bail is still a free man entitled to the presumption of innocence. He is willing to submit to restraints and conditions on his freedom, by the acceptance of conditions which the court may deem fit to impose, in consideration of the assurance that if arrested, he shall be enlarged on bail.

(v) The proper course of action on an application for anticipatory bail ought to be that after evaluating the averments and accusations available on the record if the court is inclined to grant anticipatory bail then an interim bail be granted and notice be issued to the Public Prosecutor. After hearing the Public Prosecutor the court may either reject the anticipatory bail application or confirm the initial order of granting bail. The court would certainly be entitled to impose conditions for the grant of anticipatory bail. The Public Prosecutor or the complainant would be at liberty to move the same court for cancellation or modifying the conditions of anticipatory bail at any time if liberty granted by the court is misused. The anticipatory bail granted by the court should ordinarily be continued till the trial of the case.

(vi) It is a settled legal position that the court which grants the bail also has the power to cancel it. The discretion of grant or cancellation of bail can be exercised either at the instance of the accused, the Public Prosecutor or the complainant, on finding new material or circumstances at any point of time.

(vii) In pursuance of the order of the Court of Session or the High Court, once the accused is released on anticipatory bail by the trial court, then it would be unreasonable to compel the accused to surrender before the trial court and again apply for regular bail.

(viii) Discretion vested in the court in all matters should be exercised with care and circumspection depending upon the facts and circumstances justifying its exercise. Similarly, the discretion vested with the court Under Section 438 Code of Criminal Procedure should also be exercised with caution and prudence. It is unnecessary to travel beyond it and subject the wide power and discretion conferred by the legislature to a rigorous code of self-imposed limitations.

(ix) No inflexible guidelines or straitjacket formula can be provided for grant or refusal of anticipatory bail because all circumstances and situations of future cannot be clearly visualised for the grant or refusal of anticipatory bail. In consonance with legislative intention, the grant or refusal of anticipatory bail should necessarily depend on the facts and circumstances of each case.

9. Reverting to the case in hand, undisputedly on the same allegations, FIR No.736/2005 was registered with PS Punjabi Bagh, Delhi and FIR Nos.366/2006

and 367/2006 were registered with PS Kalkaji, Delhi. Petitioner moved an application for grant of anticipatory bail in case FIR 736/2005 and vide order dated 30th August, 2006, where also a plea was taken that the complainant has tried to give a colour of criminal offence to a matter which is essentially of civil nature by relying upon G. Sagar Suri v. State of UP, 2000 (2) SCC 636 and M/s. Indian Oil Corporation v. M/s. NEPC India Ltd. & Ors., Crl. Appeal No. 834/2002, petitioner was granted anticipatory bail observing that prima facie the complainant company has filed the FIR against the petitioners to convert a business dispute of purely civil nature into a criminal case. Moreover, if the petitioner has done any criminal wrong, then they can be punished as per law. Subsequently, the matter was settled and Crl.M.C.1271/2008 was filed and the FIR was quashed vide order dated 24th August, 2008. The other FIR bearing No. 366/2006 registered at PS Kalkaji was also quashed on the ground of settlement and observing that the dispute between the parties are of civil nature. In this case, prior to the quashing of the FIR, the petitioner was granted interim protection against his arrest.

10. As regards pendency of criminal case being CID Crime I-CR No.31/2005 at Gandhi Nagar, Gujarat learned counsel for the complainant submitted that in the charge-sheet filed by the police at Gandhi Nagar, the petitioner is absconding, however, learned senior counsel for the petitioner has placed on record the copy of the order dated 6th December, 2014 vide which petitioner has been released on bail.

11. As regards the dismissal of the arbitration petition filed by the applicant, it is alleged by the complainant that the same was dismissed on the allegations of fraud. However, a perusal of the judgment placed on record shows that a plea of fraud was taken by the respondent alleging that the agreement was preceded by a memorandum of understanding dated 1st November, 2003 and the purported memorandum of understanding and license agreement dated 8th May, 2004 are vitiated by a fraud of a very large magnitude fructified by a criminal conspiracy, however, the petition was primarily dismissed on the ground that the case was pending in Madras High Court where the Madras High Court had granted an injunction of the entire agreement including the arbitration clause. Moreover, the procedure and mechanism agreed to by and between the parties was not complied with. The other submissions were not considered.

12. As regards the dismissal of the WP(Crl.) 1035/2013 filed by the petitioner for quashing of FIR vide order dated 3rd December, 2013, a perusal of the said order reflects that the quashing of the FIR was sought primarily on the ground that two FIRs cannot be lodged for a single offence as earlier FIR No.366/2006 was quashed. Perusal of the said order reflects that based on a compromise, FIR No.366/2006 was quashed by this Court. Subsequently, the complainant Mr. Abhishek Chopra filed an application before the same Court pointing out to the Court that he had not settled the matter with the accused. As such, it was clarified that while quashing FIR No.366/2006, the Court neither dealt with nor

commented upon the applicant''s complaint, therefore, the Court order dated 24th April, 2008 should not be construed by the police as closure of the applicant''s complaint. The police was free to take any action in accordance with law on the applicant''s complaint. Thereafter, for the sake of convenience, a new number 69/2010 was given and no fresh complaint of the complainant was entertained. That being so, the petition was dismissed, however, it was clarified that in case, the petitioner seeks quashing of FIR on merits, he was free to do so in accordance with law.

13. The other submission that a fraud was played by the petitioner and others as the documents were defective as the company entered into an agreement even before they came into existence, learned senior counsel for the petitioner submits that the petitioner had commercial dealings with LGHHL even prior to the execution of the license agreement and the distributorship agreement through the entity of the applicant named M/s. Malluram Enterprises Pvt. Ltd. In the year 2002, LG Corporation Limited approached the applicant to appoint it as sole distributor/licensee of LGHHL to market the LG Household (FMCG) products in India. An MOU was entered on 1st November, 2003 in respect of the same. On 2nd December, 2003, process for incorporation of the company was completed on 8th May, 2004. The applicant executed a formal license agreement between IHHL and LGHHL appointing IHHL as the sole importer, representative and licensee of the LGHHL, Korea in India. Subsequent to incorporation of the company and a formal agreement with LGHHL on 20th May, 2004 IHHL executed a distributorship agreement with R.D. Traders, proprietorship firm of the complainant. Consequent to the execution of distributorship agreement on 22nd May, 2004, a sum of Rs. 3,00,000/- was paid by the complainant as security deposit to IHHL. As such, it is submitted that the execution of distributorship agreement with the complainant and demand of security deposit were done only subsequent to incorporation of IHHL.

14. While dealing with this application for grant of anticipatory bail, a minute scrutiny of the entire case is not required to be gone into. As per the status report filed by the State, documents pertaining to dealings of the complainant with IHHL, i.e., agreement dated 20th May, 2004 between M/s. R.D. Traders and IHHL, original receipt dated 22nd May, 2004 for Rs. 3 lacs, letter regarding discontinuation of distributorship/termination of contract, copies of ledger account and credit note dated 30th April, 2005, delivery challan cum invoice and other documents have already been taken on record. Bank statements have also been obtained from Karnataka Bank and South India Bank in respect of clearing details of the demand drafts of Rs. 3,00,000/- issued by M/s. R.D. Traders, New Delhi. Custodial interrogation of the petitioner is sought in order to unearth the conspiracy, to recover the cheated money and to arrest co-accused. The petitioner is ready and willing to join the investigation. In other cases, he has already been granted bail.

15. Having regard to all the facts and circumstances, the petitioner is admitted to

anticipatory bail on following conditions:

(i) executing bail bonds in the sum of Rs. 5 lacs with two sureties in the like amount to the satisfaction of the Arresting Officer one of the surety should be the local one;

(ii) The petitioner is further directed to deposit Rs. 3,00,000/- with the Registrar General of this Court within two weeks which be kept by way of FIR initially for a period of 60 days which may be renewed thereafter;

(iii) He is further directed to join investigation in the first instance on 25.07.2016 and thereafter as and when called by the IO;

(iv) He is further directed to give his contact number and residential address and change of address, if any, thereafter.

16. The application stands disposed of accordingly.

17. It is clarified that the observations made herein are confined to the disposal of the application and shall have no bearing on the merits of the case.

18. Dasti under the signatures of court master.

