



CRL OP(MD). No.13103 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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(Criminal Jurisdiction)

Date : 14.07.2026

PRESENT

THE HONOURABLE MR.JUSTICE K. RAJASEKAR

CRL OP(MD)No.13103 of 2026

and

CRL.MP(MD).No.12956 of 2026

1.M.Prem Kumar

2.Kanagalakshmi

3.Mohana

... Petitioners / A1 to A3

4.S.John Thangaraj

5.J.Jeba Felina

... Petitioners / A5 and A6

Versus

The State of Tamil Nadu,

Rep by the Special Sub-Inspector of Police,

District Crime Branch,

Virudhunagar,

Virudhunagar District.

(Crime No.9 of 2026)

... Respondent/Complainant

PRAYER :-Criminal Original Petition filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to enlarge the petitioner on bail in the event of arrest in Crime No.9 of 2026 on the file of the respondent police, or on their appearance.

For Petitioners : Mr.M.Rajarajan



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For Respondent : Mr.T.Lenin Kumar,
Counsel for State of TN
(Criminal Side)

For Intervener : Mr.E.Mareeskumar

ORDER : The Court made the following order :-

The petitioners, who apprehend arrest in connection with Crime No.9 of 2026 on the file of the respondent police, registered for the offences punishable under Sections 61(2), 318(4), 336(1), 336(3) and 351(2) of the Bharatiya Nyaya Sanhita, 2023, seek anticipatory bail.

2. The allegation against the petitioners is that the first petitioner is the father of the third petitioner and the husband of the second petitioner. The prosecution alleges that the petitioners, in connivance with the other accused, represented themselves as the owners of 18.50 acres of agricultural land situated in Survey Nos.451, 452, 453 and 454 of Moolipatti Village and agreed to sell the same to the *defacto* complainant. Pursuant to the agreement for sale, the first accused demanded that the sale consideration be paid through his family members, namely, the other petitioners. Accordingly, a total sum of Rs. 1,11,60,000/- was paid, out of which Rs.94,00,000/- was transferred



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through banking channels and Rs.17,60,000/- was paid in cash. It is further alleged that, even after receiving the sale consideration, the petitioners failed to execute the sale deed and continued to evade the execution of the sale transaction. Subsequently, when the *defacto* complainant verified the title documents, he came to know that the title deeds produced by the accused were fabricated and that the lands comprised in Survey Nos.451 and 452 did not belong to them. It is also alleged that the owners' photographs and other particulars found in the title documents had been altered and fabricated so as to project A2 and A3 as the owners of the property. Thereafter, the *defacto* complainant lodged the present complaint, based on which the respondent police registered the case.

3. The learned counsel for the petitioners submitted that the petitioners had not produced any fabricated title deeds. He further submitted that the first petitioner had only agreed to sell the property comprised in Survey Nos.656 and 657 and had never agreed to sell the lands mentioned in the FIR. In support of the said contention, the learned counsel relied upon a document dated 16.10.2025, wherein the parties



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had agreed to sell the building situated in Survey Nos.656 and 657. It was further submitted that the petitioners are ready to cooperate with the investigation and, therefore, prayed for grant of anticipatory bail.

4. *Per contra*, the learned counsel appearing for the intervenor submitted that the agreement for sale dated 02.06.2025 clearly mentions Survey Nos.451, 452, 453 and 454 and that the said survey numbers alone formed the subject matter of the agreement. It was further submitted that, even during the subsequent settlement talks, the parties referred only to the lands covered under the said agreement and not to the property situated in Survey Nos.656 and 657. Therefore, the contention of the petitioners that the transaction related only to the lands in Survey Nos.656 and 657 is contrary to the materials available on record.

5. The learned Counsel for State (Criminal Side) reiterated the prosecution case and submitted that the investigation has revealed that the sale consideration was paid by the *defacto* complainant in accordance with the instructions of the first accused. The details of the payments made to the various accused, including A6, have been collected during



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the course of investigation. It was further submitted that the other accused had also received substantial amounts from the *defacto* complainant. Since the investigation is still in progress, he opposed the grant of anticipatory bail.

6. This Court has carefully considered the rival submissions and perused the materials available on record.

7. The agreement for sale entered into between the parties specifically relates to the lands comprised in Survey Nos.451, 452, 453 and 454. The said agreement neither refers to Survey Nos.656 and 657 nor to any building, but pertains only to agricultural lands measuring 18.50 acres. Though the petitioners relied upon the subsequent settlement deed entered into between the parties, a perusal of the same reveals that the settlement also refers to the original agreement relating to the lands situated in Moolipatti Village comprised in Survey Nos.451, 452, 453 and 454. It is only thereafter that the first petitioner agreed to return the amount received from the *defacto* complainant and offered to sell the lands comprised in Survey Nos.656 and 657 in substitution thereof.



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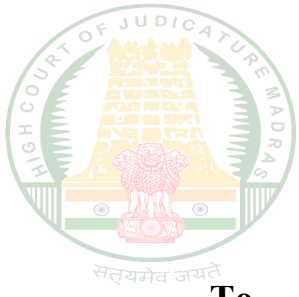
8. The above materials *prima facie* indicate that the original transaction related to the agricultural lands comprised in Survey Nos.451, 452, 453 and 454 and that the proposal relating to Survey Nos.656 and 657 arose only subsequently in an attempt to resolve the dispute. The materials further disclose that substantial amounts had already been received from the *defacto* complainant and that allegations regarding fabrication of title documents are yet to be thoroughly investigated. Admittedly, no amount has been refunded to the *defacto* complainant till date.

9. In view of the nature of the allegations, the stage of investigation and the requirement of a detailed investigation into the alleged fabrication of title documents, this Court is of the view that, if the petitioners are granted anticipatory bail at this stage, there is every likelihood of the investigation being hampered. Accordingly, this Court is not inclined to grant anticipatory bail to the petitioners. Accordingly, this Criminal Original Petition is dismissed. Consequently, connected miscellaneous petition is closed.

14.07.2026

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To
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- 1.The Special Sub-Inspector of Police,
District Crime Branch,
Virudhunagar,
Virudhunagar District.
- 2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.



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K. RAJASEKAR,J.

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ORDER
IN
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