

Crl.O.P.No.11767 of 2015**R.SUBBIAH, J.**

Apprehending arrest at the hands of the respondent-police, in respect of the alleged commission of offences punishable under Sections 409, 418, 423 r/w 120B & 506(ii) IPC in Crime No.55 of 2015, the petitioners have approached this Court seeking the relief of anticipatory bail under Section 438 of the Code of Criminal Procedure.

2.The petitioners herein have been arrayed as accused 2 & 3 respectively in the present case.

3.It is the case of the prosecution that the defacto-complainant Prema, along with her husband Sivasubramanian and her father Jeyaraman Reddiar entered into four agreements for sale with Padmavathy Educational Trust represented by the 1st petitioner/A2 for the sale of vacant land measuring 16.68 acres situated at Kolappakkam Village, Sriperumbudur Taluk, Kancheepuram District, Tamil Nadu for a consideration of Rs.241.85 lakhs, at the rate of Rs.14,50,000/- per acre, and an advance amount of Rs.50 lakhs was paid by the said Trust. The 1st accused Mrs.Leela Devi is the daughter of the 1st petitioner/A2 and sister of the 2nd petitioner/A3. Subsequently, on the inducement of the petitioners herein, the defacto-complainant Prema

along with her husband and father, executed three power of attorney in favour of the 1st accused Leela Devi, for converting the land from 'agricultural use' to 'residential use' and other related purposes and for the preliminary work of obtaining CMDA approval etc. Further, only after the balance sale consideration of Rs.191.65 lakhs was paid by the Trust, the defacto-complainant and her husband and father were required to execute the sale deed in favour of the Trust. While so, without the knowledge of the defacto-complainant, the 1st accused Leela Devi colluded with the accused 2 & 3, with an intention to grab the subject land, and entered into agreements of sale with EVP Estates and properties Development Ltd., represented by her own brother Mr.Santhosha Reddy/A2. Further, the 1st accused Leela Devi received a sum of Rs.50,20,000/- as advance, which was neither informed to the defacto-complainant nor accounted by her to the defacto-complainant. The said advance amount of Rs.50,20,000/- was misappropriated by the 1st accused. The 1st accused, who is the signatory in the 2nd agreement for sale, is fully aware of the prior encumbrance due to existence of a prior agreement for sale for the same land, which was entered by the 2nd accused with the defacto-complainant. All the accused persons, with an intention to grab the land from the defacto-complainant, have created a false document to cheat the defacto-complainant. When the fraudulent act of the accused persons came to the knowledge of the defacto-

complainant and her husband and father, they cancelled the Power of Attorney granted in favour of the 1st accused Leela Devi. It is further stated that during December-2003, the 1st accused Leela Devi fraudulently induced the defacto-complainant to deliver her original title deeds of the subject land, on the promise that the same will be returned within two weeks. Accordingly, the defacto-complainant had given the title deeds for the 1st accused Leela Devi. But, thereafter, despite the repeated request, the accused persons failed to return the original title deeds to the defacto-complainant. Even after the expiry of the agreement, the accused persons are retaining the land documents as ransom. It is further alleged that the accused persons are threatening the defacto-complainant and her husband and father through phone and also induced various persons to threaten them. In fact, the respondents ran over a lorry on the gate in the said land and also on the leg of one Krishnamurthy and attacked the watchman. Hence, the complaint has been lodged by the defacto-complainant against the accused persons.

4.The learned counsel for the petitioners/accused submitted that the petitioners herein entered into sale agreements with the defacto-complainant and her husband and father, for the development of the subject property. The defacto-complainant, along with her husband and father,

executed power of attorney in favour of the 1st accused Leela Devi for developing the lands into housing sites. In fact, the defacto-complainant and her husband and father, who are the owners of the subject lands, received an advance amount of Rs.50 lakhs from the petitioners/accused. Therefore, it is incorrect to state that the petitioners have created encumbrance over the subject property by creating documents amongst themselves. Further, the petitioners herein have spent huge amount for leveling the land and to convert the land into housing sites. While so, the defacto-complainant and her husband and father have clandestinely cancelled the registered Power of attorney granted in favour of the 1st accused Leela Devi and filed a civil suit as against the Trust for injunction. Similarly, the petitioners/accused have also filed a civil suit as against the defacto-complainant for specific performance. The learned counsel for the petitioners would further submit that the entire issue involved in this case is purely civil in nature and the present complaint has been lodged by the defacto-complainant with false allegations only to harass the petitioners. In this regard, the learned counsel appearing for the petitioners has also invited the attention of this Court to various clauses mentioned in the Power of Attorney executed in favour of the 1st accused and submitted that under the Power of Attorney, they have been given power to enter into sale agreement. Thus, according to the learned counsel for the petitioners,

absolutely no offence has been made out on the allegations made by the defacto-complainant in the complaint. Thus, he sought for grant of anticipatory bail to the petitioners.

5. Per contra, the learned senior counsel appearing for the intervener / defacto-complainant vehemently opposed to grant anticipatory bail to the petitioners, stating that without the knowledge of the defacto-complainant, the accused persons have created encumbrance over the subject property by entering into second sale agreement amongst themselves. Further, the accused persons refused to return the title deeds to the defacto-complainant. The conduct of the petitioners/accused would show their intention is only to grab the property. Thus, the learned senior counsel appearing for the intervener / defacto-complainant prayed for dismissal of the petition.

6. The learned Public Prosecutor has also made his submissions opposing the grant of anticipatory bail to the petitioners.

7. I have carefully heard the submissions made on either side and perused the materials available on record.

8.Considering the facts and circumstances of the case, I am of the opinion that this is a case where the investigation has to be conducted based on the documents which have already come into existence. Therefore, absolutely there is no need for custodial interrogation of the petitioners/accused. Hence, I am of the opinion that anticipatory bail could be granted to the petitioners/accused by imposing stringent conditions.

9.Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance before the learned Magistrate concerned within a period of 15 days from the date of receipt of a copy of this order, on each of them executing 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, Alandur, or to the satisfaction of the respondent-police or the police officer who intends to arrest and on further condition that the petitioners shall appear before the respondent-police daily at 10.30 a.m. for a period of four weeks and thereafter, as and when required.

04.06.2015

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Pre-delivery order

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