Crl.O.P.Nos.8373 & 15328 of 2015

R.SUBBIAH, J.

COMMON ORDER

The petitioner in both the above petitions is one and the same person and he has filed the above petitions seeking anticipatory bail in connection with two criminal cases, which are inter-related with each other.

2.Crl.O.P.No.8373 of 2015 has been filed by the petitioner seeking anticipatory bail for the alleged offences punishable under Sections 406 & 420 IPC in Crime No.442 of 2014 pending on the file of the respondent-Police.

3.Crl.O.P.No.15328 of 2015 has been filed by the petitioner seeking anticipatory bail for the alleged offence punishable under Section 420 IPC in Crime No.47 of 2014 pending on the file of the respondent-Police.

4.**Crl.O.P.No. 15328 of 2015 (in respect of Crime No.47 of 2014):-** In this case, the defacto-complainant is one P.Nandamuthu Raj, who is the President of Central Government Officials and State General Administrator Housing Welfare Society. The petitioner herein entered into a sale agreement with the defacto-complainant for selling 300 acres of land at Naduveerapattu Village, Sriperumpudur Taluk, Kancheepuram District at the rate of Rs.75 lakhs per acre. The said sale agreement was entered into by the defacto-complainant in the capacity of the President of Central Government Officials and State General Administrator Housing Welfare Society, for the purpose of building houses for the members of the said Society. The defacto-complainant was made to believe by the petitioner herein that he is the owner of the property to be conveyed by him. Based on the assurance given by the petitioner herein, the defacto-complainant paid a sum of Rs.5 lakhs to the petitioner as token advance on 14.06.2012 and unregistered sale agreement was made for an extent of 300 acres between the defacto-complianant and the petitioner. Based on the said unregistered sale agreement, the defacto-complainant paid a total amount of Rs.7,20,00,000/- on various dates from 14.06.2012 to 30.11.2012 by way of Demand Draft, cheques and RTGS through Corporation Bank and cash receipts, which were duly acknowledged by the petitioner herein. Further, the documents for around 6 acres of land were given to the defacto-complainant for the custody, apart from 5.62 acres of land which were registered in the name of the defacto-complainant (2 cares 17 ¼ cents was by way of three documents of Power of Attorney on 12.11.2012 and one document was by way of sale deed registering 3 acres 45 cents on 29.11.2012). No further sale deed was executed by the petitioner. Subsequently, the defacto-complainant came to know that the petitioner herein is not the title owner of the properties. Hence, the defacto-complainant asked the petitioner to return the money; but, the petitioner threatened the defacto-complainant with dire consequences. Hence, the complaint was lodged by the defacto-complainant.

5.**Crl.O.P.No.8373 of 2015 (Crime No.442 of 2014) :-** In this case, the complaint was lodged by a member of the Central Government Officials and State General Administrator Housing Welfare Society, who has deposited money for the purchase of the land, as against the President of the said Society as well as the petitioner herein, stating that the President of the said Society collected money from the depositors and gave the same to the petitioner herein; but, thereafter, they failed alloted the land.

6.The learned counsel for the petitioner submitted that on 13.08.2012 the President of Central Government Officials and State

General Administrator Housing Welfare Society entered into an agreement with the petitioner herein for the purpose of purchasing 300 acres of land at the rate of Rs.75 lakhs per acre, for building houses for the members of the said Society. The President of the said Society collected money from the members of the said Society and paid a sum of Rs.7,20,00,000/- to the petitioner. Thereafter, the petitioner executed a sale deed on 28.11.2012 for an extent of 3.35 acres. For about 2.17 acres of land, the petitioner gave three General Power of Attorney. Thereafter, after two years, there was a revised agreement on 17.02.2014, whereby the defacto-complainant asked the petitioner to execute a sale deed for about 5.80 acres of land within a period of five months from the date of the said agreement. But, even before the expiry of the said period of five months, the defacto-complainant has lodged the complaint with the Police stating that the Society is not interested in buying the land and he asked for the return of the money.

7.The learned counsel for the petitioner submitted that the petitioner has to arrange for the land through brokers and absolutely there is no intention of cheating on the part of the petitioner; that in fact, the petitioner has paid a sum of Rs.75 lakhs to the defacto-complainant.

Further, a sum of Rs.31,50,000/-, which is lying in his SB A/c.No.828906530 in Indian Bank, Tambaram Branch stands frozen by the instruction of the Police. Further, the petitioner is ready to deposit a sum of Rs.2,25,00,000/- to the credit of the present criminal cases. Thus, the learned counsel for the petitioner sought for grant of anticipatory bail to the petitioner.

8.The learned counsel for the intervener has also submitted that the petitioner has cheated the intervener by executing sale deed in respect of the property for which he is not the owner.

9.The learned Government Advocate Criminal side submitted that the petitioner has executed sale deed in respect of the property for which he is not the owner of the land. Further, money was collected from the members of the said Society, who have deposited their hard earned money with a fond hope to purchase a house site; but, they have been cheated. Though the matter was pending before the Mediation Centre, the petitioner has not come forward to settle the matter. Further, there is an intention on the part of the petitioner to cheat the Society and the petitioner is trying to give the colour of civil nature only to escape from the liability.

10.The learned Government Advocate (Crl.Side) has further submitted that one of the depositors/members of the Central Government Officials and State General Administrator Housing Welfare Society has also lodged a complaint as against the President of the said Society as well as the petitioner herein and the said complaint was registered in Crime No.442 of 2014, which is the subject matter of Crl.O.P.No.8373 of 2015.

11.The learned Government Advocate (Crl.Side) has further submitted that the petitioner herein has purchased lands in his name out of the money received from the defacto-complainant. Thus, the learned Government Advocate (Crl.Side) has submitted that the custodial interrogation of the petitioner is very much necessary in this case to unearth the real facts and that if anticipatory bail is granted to the petitioner, it will hamper the investigation, which is at initial stage.

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

13.Considering the facts and circumstances of the case, I am of the opinion that this is not a fit case to grant anticipatory bail to the petitioner/accused. Further, as contended by the learned Government Advocate (Crl.side), since the investigation is at initial stage, if anticipatory bail is granted to the petitioner, it will hamper the investigation. Hence, I am not inclined to grant anticipatory bail to the petitioner and the petitions are liable to be dismissed.

In fine, both the criminal original petitions are dismissed.

09.07.2015

ssv

R.SUBBIAH, J.

ssv

Pre-delivery order

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Crl.O.P.Nos.8373 & 15328 of 2015

09.07.2015