



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Thursday, the Eighth day of October Two Thousand Fifteen

PRESENT

THE HON`BLE MR JUSTICE K.KALYANASUNDARAM

CRL OP(MD) No.13187 of 2015

SAAI VIJAYAKUMARAVEL

... PETITIONER/ ACCUSED RANK NOT KNOWN

Vs

THE STATE REP BY
THE DEPUTY SUPERINTENDENT
OF POLICE, DISTRICT CRIME BRANCH, THENI DIST.

2 THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH, THENI DIST. CRIME NO.
NOT KNOWN OF 2015.

... RESPONDENTS/ COMPLAINANTS

M.JEGADEESWARAN

... PETITIONER/INTERVENER

For Petitioner : M/S.B.JEYAKUMAR Advocate

For Respondent : Govt. Advocate (Crl. Side)

For Intervener : M/S.R.SHANKAR GANESH

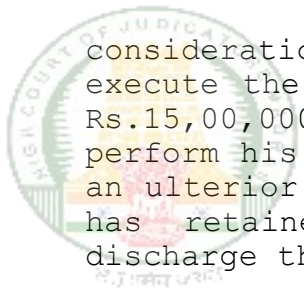
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioner, who is arrayed as sole accused apprehends arrest at the hands of the respondent police for the alleged offences punishable under sections 406 and 420 of IPC, in Crime No.32 of 2015 on the file of the respondent police and hence, seeks anticipatory bail.

2.According to the de-facto complainant that on 08.10.2014, an agreement of sale was entered into and the accused had received Rs.31 Lakhs towards advance however, he failed to execute the sale deed, after receiving the balance sale consideration and also suppressed the mortgage of the property with one Kanniahshamy and thereby, cheated the de-facto complainant.

3.The learned counsel for the petitioner submitted that the petitioner is an innocent person and he has not committed any offence as alleged by the prosecution. The learned counsel further submitted that the petitioner is the owner of the lands comprised in Survey Nos.1264/3, 1264/3B, 1264/1, 1261/1, 1261/2 and 1264/3A to an extent of 24.66 acres and as per the agreement, dated 06.09.2014, the petitioner had executed a sale deed to an extent of 12.71 acres in favour of the de-facto complainant. The learned counsel further submitted that for the remaining land of 12.29 acres, a fresh sale agreement was executed on 08.10.2014 for a sale consideration of Rs.46,00,000/-, but the de-facto complainant has not paid the entire sale



consideration as per the 2nd sale agreement. The petitioner was ready to execute the sale deed, after receiving the balance sale consideration of Rs.15,00,000/-, but the de-facto complainant was not ready and willing to perform his part of contract, instead he filed the present complaint with an ulterior motive. It is further contended that the de-facto complainant has retained Rs.9,00,000/- from the earlier sale consideration to discharge the mortgage made with Kanniahswamy.

4.The learned counsel further submitted that there were exchange of notices between the parties on 04.04.2015 and 19.04.2015 and the dispute between the de-facto complainant and the accused is purely civil in nature and the present complaint is lodged to settle the civil dispute before the criminal Forum. The learned counsel has also filed the typed set of papers containing the legal notices issued by the de-facto complainant and the reply sent by the accused.

5.Per contra, Mr.R.Shankar Ganesh, learned counsel appearing for the intervenor submitted that the accused has suppressed the mortgage of the property with one Kanniahswamy and it was informed to the de-facto complainant only after the 2nd agreement, dated 08.10.2014 and thereafter, the de-facto complainant has paid the balance sale consideration to the mortgagee to redeem the property and therefore, the de-facto complainant need not pay the balance sale consideration to the accused. It is further submitted that the de-facto complainant has paid the entire amount from a Public Trust and he wanted to purchase the property for the Public Trust, but now, the accused cheated the de-facto complainant.

6.Since, the dispute is in respect of sale of immovable property, the matter was referred to the Mediation and Conciliation, attached to this Bench to explore the possibility of the settlement, but the matter was not settled.

7.Heard the learned Government Advocate (Criminal side) appearing for the respondent.

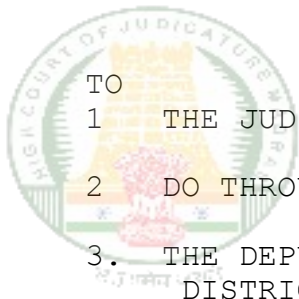
8.Considering the facts and circumstances of the case, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

9.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance before the learned Judicial Magistrate, Theni and on his 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 Magistrate concerned and on further condition that the petitioner shall appear before the respondent police daily at 10.00 a.m until further orders. The petitioner shall comply with the condition stipulated under Section 438 Cr.P.C. Scrupulously.

10.The petitioner shall appear before the concerned Magistrate within a period of 15 days from the date on which the order copy made ready, failing which, the petition for anticipatory bail stands dismissed.

sd/-
08/10/2015

/ TRUE COPY /



TO

1 THE JUDICIAL MAGISTRATE THENI

2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE, THENI DISTRICT

3. THE DEPUTY SUPERINTENDENT OF POLICE,
DISTRICT CRIME BRANCH, THENI DIST.

4 THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH, THENI DIST.

5. THE ADDL PUBLIC PROSECUTOR
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.B.JEYAKUMAR Advocate SR.No.59725

+1CC to Mr.R.SHANKAR GANESH Advocate Sr.No.59521

ORDER

IN

CRL OP(MD) No.13187 of 2015

Date :08/10/2015

GJM/KBM/SARI-26.10.15-3P-8C