



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

Thursday, the Twenty Second day of January Two Thousand Fifteen
PRESENT

The Hon`ble Mr.Justice P.N.PRAKASH

CRL OP(MD) No.22746 of 2014

P.A.JOSEPH

... PETITIONER/ACCUSED RANK NOT KNOWN

Vs

STATE.REP.BY

THE INSPECTOR OF POLICE

DISTRICT CRIME BRANCH, THENI DISTRICT.

CR. NO.44/2013.

... RESPONDENT/COMPLAINANT

For Petitioner : M/S.R.SURIYANARAYANAN Advocate

For Respondent : MR.A.P.BALASUBRAMANI, Govt. Advocate (Crl. Side)

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

ORDER : The Court Made the following order :-

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offence punishable under Sections 406, 420, 465, 468 and 506(i) IPC in Crime No.44 of 2013 on the file of the respondent police, seeks anticipatory bail.

2.Heard the learned counsel for the petitioners and the learned Government Advocate (Crl. Side) appearing for the State.

3.The case of the prosecution is that the de facto complainant wanted to purchase 425 acres of land and paid a sum of Rs.1 Crore to the petitioner in the year 2013 as advance. While so, it appears that the petitioner had agreed to sell a land, which according to the de facto complainant actually does not belong to him.

4.The learned counsel for the petitioner submits that the petitioner and the de facto complainant entered into a sale agreement on 19.03.2012 under which the petitioner received the sum of Rs.1 Crore as advance. Even in that agreement, the petitioner has disclosed to the de facto complainant about the litigation in the property. Paragraphs 3,4 and 8 are extracted as under:

"3.That the Vendor here by undertakes to resolve the clearance between himself and third parties regarding the properties described hereunder in the schedule under A.S.No.265 of 2008 which is pending before the High Court of Judicature Madras, Madurai bench and withdraw it with the period of Sixty days (31.05.2012) from the date of this agreement.

4.And that it has been agreed by the parties that the sale transaction shall be completed within a period of six months from the date of the above withdrawal of the above said A.S.No.265 of 2008 and the vendee after verifying the title of the vendor shall pay the balance of consideration amount to him and get the sale-deed executed and registered within the stipulated period. Time shall be deemed to be the essence of



contract.

... ..

8. And that if the vendor fails or neglects to complete the sale after the title being made out or otherwise to carry out any one or more of the obligations on his part as made out earlier or otherwise required by law, the vendee shall be at liberty to enforce Specific performance of agreement by instituting legal proceedings or to recover the earnest money from the vendor with interest and cost".

5. Considering the facts and since the dispute appears to a contractual in nature, I am inclined to grant anticipatory bail to the petitioner. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate, Theni, on condition that the petitioner shall execute 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 respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:

[a] the petitioner shall report before the respondent police twice a day at 10:30 in the morning and 06:30 in the evening for a period of four weeks and thereafter as and when required for interrogation.

[b] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[c] the petitioner shall not abscond either during investigation or trial.

[d] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in **P.K.Shaji vs. State of Kerala [(2005)AIR SCW 5560]**.

sd/-

22/01/2015

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Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

TO

- 1 THE JUDICIAL MAGISTRATE, THENI.
- 2 DO-THRO' THE CHIEF JUDICIAL MAGISTRATE, THENI.
- 3 THE INSPECTOR OF POLICE, DISTRICT CRIME BRANCH, THENI DISTRICT.
- 4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.R.SURIYANARAYANAN Advocate SR.No.3084

ORDER

IN

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Date :22/01/2015