



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

Tuesday, the Eighteenth day of August Two Thousand Fifteen
PRESENT

The Hon`ble Mr Justice K.KALYANASUNDARAM
CRL OP(MD) No.5285 & 7929 of 2015

S.SUBRAMANIAN

... PETITIONER / ACCUSED
IN CRL OP(MD) No.5285 of 2015

1 SHANTHI

2 KUMAR

3 PRABU

... PETITIONER/ACCUSED NO.2 TO 4
IN CRL OP(MD) No.7929 of 2015

Vs

THE INSPECTOR OF POLICE
MELUR POLICE STATION, MADURAI DISTRICT.
CR.NO.300 OF 2015

... RESPONDENT / COMPLAINANT
IN CRL OP(MD) No.5285 of 2015

THE INSPECTOR OF POLICE
B1-MELUR POLICE STATION, MADURAI DISTRICT.
CR.NO.300 OF 2015

... RESPONDENT / COMPLAINANT
IN CRL OP(MD) No.7929 of 2015

CHANDRU @ CHANDRASOODAN ... PETITIONER/INTERVENER/DEFACTO
COMPLAINANT

For Petitioner : M/S.S.MURUGAN Advocate in both the petitions

For Respondent : Mrs.S.Prabha, Govt. Advocate (Crl. Side)
in both the petitions

For Intervenor : Mr.S.Muthukumar in both the petitions

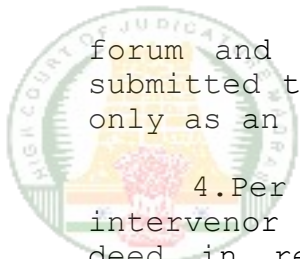
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners, who are arrayed as A1 to A3 apprehend arrest at the hands of the respondent police for the alleged offences punishable under sections 147, 294(b), 506(i) and 420 of IPC, in Crime No.300 of 2015 on the file of the respondent police and hence, seek anticipatory bail.

2.The case of the prosecution is that on 03.08.2014, A1 and A2 had agreed to sell their 8-1/2 grounds in Survey No.268/4 for Rs.5 crores to the de-facto complainant and received Rs.9,01,000/- towards advance in the presence of two witnesses and thereafter, as per the direction of A1 and A2, another sum of Rs.5,00,000/- was given by the de-facto complainant to Kumar/A3, who is the brother of A1 and thereafter, they did not come forward to execute the sale deed and on enquiry, the de-facto complainant came to know that the accused had already executed a power of attorney in favour of one Suresh and on that basis, he sold the property to his son-in-law Senthil and further it came to light that the accused by adopting similar modus operandi had cheated so many persons.

3.The learned counsel for the petitioners submitted that the petitioners are innocent persons and they have not committed any offence against the complainant. The learned counsel further submitted that the disputes between the de-facto complainant and the accused are purely civil in nature and the de-facto complainant has to approach a civil



forum and this criminal complaint is not maintainable. It is further submitted that the de-facto complainant has filed this criminal complaint only as an ambush to recover the amount from the accused.

4.Per contra, Mr.S.Muthukumar, learned counsel appearing for the intervenor submitted that A1 had settled the property by executing a gift deed in respect of the same property in favour of his brother on 11.07.2007 and thereafter, the owner has executed a power of attorney in favour of one Suresh and based on the power of attorney, he entered into an sale agreement with one Senthil on 26.12.2011. However, suppressing the execution of the gift deed and sale agreement, A1 entered into an agreement with the de-facto complainant on 03.08.2014 deliberately making false representation received Rs.9,01,000/- towards advance and subsequently received another Rs.5,00,000/-.

5.The learned counsel further submitted that this is a clear case of cheating and the de-facto complainant, who is an innocent has suffered a lot, both financially and mentally and therefore, the petitioners are not entitled for anticipatory bail. The learned counsel has produced the typed set of papers containing the gift deed executed by A1 in favour of A3 Kumar on 11.07.2007, the power of attorney executed by Kumar in favour of one Senthil, dated 03.11.2010 and the registered sale agreement, dated 26.12.2011.

6.The learned Government Advocate (Criminal side) has vehemently opposed granting of anticipatory bail to the petitioners contending that the accused have conspired together and cheated the de-facto complainant, by suppressing the encumbrance made despite the same property.

7.It is seen in this case that the accused in the sale agreement, dated 03.08.2014 have suppressed the earlier encumbrance made in respect of the same property and received huge amount from the de-facto complainant.

8.Considering the above facts, this court is of the view that the petitioners are not entitled for anticipatory bail. Hence, both the petitions are dismissed.

sd/-
18/08/2015

/ TRUE COPY /

Sub-Assistant Registrar (C.S.)

TO

- 1 THE INSPECTOR OF POLICE
MELUR POLICE STATION, MADURAI DISTRICT.
- 2 THE INSPECTOR OF POLICE
B1-MELUR POLICE STATION, MADURAI DISTRICT.
- 3 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.S.MURUGAN Advocate SR.No.47278

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ORDER
IN
CRL OP(MD) No.5285 of 2015
Date :18/08/2015