



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

Wednesday, the Twentieth day of July Two Thousand Sixteen

PRESENT

The Hon`ble Ms.Justice V.M.VELUMANI

CRL OP(MD) No.11241 of 2016

1 P. GANESH PANDIYAN
2 SMT VIJI @ VIJAYALAKSHMI
3 P.S. PANDIYAN
4 M. SHAJAHAN

... PETITIONERS/ACCUSED A1 TO A4

Vs

STATE THROUGH
THE INSPECTOR OF POLICE
MELUR POLICE STATION,
MELUR,
CRIME NO. 464/2016,
MADURAI DISTRICT.

... RESPONDENT/COMPLAINANT

For Petitioner : M/S D.THIRUPPATHI Advocate

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

For Intervenor : M/S.K.M.PRISCILLA JANCY, Advocate

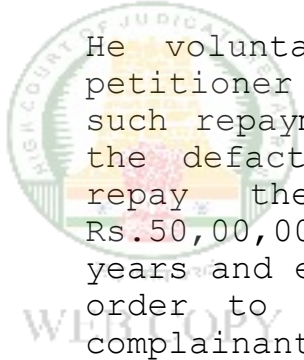
PETITION FOR ANTICIPATORY BAIL Under Sec. 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners, who apprehend arrest at the hands of the respondent police for an alleged offence punishable under Sections 406, 420 and 506(i) of IPC and u/s. 4 of Prohibition of Charging Exorbitant Interest Act in Crime No.464 of 2016, seek anticipatory bail.

2. The case of the prosecution is that the petitioners colluded together and created forged documents as though the defacto complainant borrowed Rs.40,00,000/- with reconveyance clause and demanding exorbitant interest.

3. The learned counsel for the petitioners submitted that the petitioners are innocent and they have not committed any offence as alleged by the prosecution and their names have been falsely implicated in this case. He further submitted that the defacto complainant borrowed Rs.40,00,000/- from the first petitioner and agreed to repay the same together with interest within two years.



He voluntarily executed the sale deed in favour of the first petitioner agreeing to repay the said amount within two years and on such repayment, the first petitioner must reconvey the property to the defacto complainant. But, the defacto complainant could not repay the same. Again, the defacto complainant borrowed Rs.50,00,000/- without any agreement to repay the amount within two years and executed a deed of cancellation in reconveyance clause, in order to extract money from the first petitioner. The defacto complainant colluding with others, has given a false complaint against the petitioners.

4. The learned counsel for the intervenor submitted that the defacto complainant borrowed only a sum of Rs.20,20,000/-, but, the first petitioner is claiming huge amount of Rs.95,00,000/- and created fabricated documents and demanding exorbitant interest. He further submitted that the petitioners have charged for the similar offence previously and prayed for dismissal of this petition.

5. The learned Government Advocate (Crl. Side) submitted that after settlement of the amount by the defacto complainant, the petitioners kept the original agreement and did not return the same. He further submitted that the petitioners lent a sum of Rs.20,20,000/- and created forged document, as though the defacto complainant borrowed a sum of Rs.95,00,000/- and executed a sale deed and cancelled the reconveyance clause and the investigation of the case is pending.

6. Considering the serious nature of allegations levelled against the petitioners that the petitioners are involved in the similar offence and the investigation of the case is pending, this Court is not inclined to grant anticipatory bail to the petitioners.

7.. Accordingly, the Criminal Original Petition is dismissed.

sd/-
20/07/2016

/ TRUE COPY /

Sub-Assistant Registrar (C.S.)

TO

- 1 THE INSPECTOR OF POLICE, MELUR POLICE STATION, MELUR, MADURAI DISTRICT.
 - 2 THE ADDITIONAL PUBLIC PROSECTUOR, MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.
- +1 cc to M/S.K.M.PRISCILLA JANCY, Advocate in SR.No.37962

ORDER
IN
CRL OP(MD) No.11241 of 2016
Date :20/07/2016