



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

Tuesday, the Fifth day of July Two Thousand Sixteen
PRESENT

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

CRL OP(MD) No.7645 of 2016

WEB COPY

1 ALEXANDER
2 CHELLATHURAI

... PETITIONERS/ACCUSED No.1 & 2

Vs

STATE REP.BY
THE SUB INSPECTOR OF POLICE
CUMBUM NORTH POLICE STATION,
(IN CR.NO.423 OF 2015),
THENI DISTRICT

... RESPONDENT/COMPLAINANT

For Petitioner : M/S.S.MUTHALRAJ Advocate

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

For Intervenor : MR.KARUPPASAMY PANDIAN, 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 420 and 506(i) of IPC in Crime No.423 of 2015, seek anticipatory bail.

2. The case of the prosecution is that the petitioners agreed to sell their house property to the defacto complainant for total sale consideration of Rs.2,50,000/- and received a sum of Rs.2,00,000/- as advance to be utilised for their business. They entered into sale agreement and registered the same. The petitioners did not execute and register the sale deed in spite of repeated demands and hence, the notice was issued by the defacto complainant. When, the defacto complainant demanded for execution of sale deed, the petitioners threatened him with dire consequences.

3. There is no representation on behalf of the petitioners for the last hearing as well as today's hearing.

4. In the petition it has been stated by the petitioners that they borrowed Rs.1,00,000/- from the defacto complainant and the defacto complainant got a sale agreement executed by the petitioners and registered the same. When the petitioners wanted to repay the loan, the defacto complainant insisted the petitioners to execute and register the sale deed in favour of the defacto complainant and threatened him with dire consequences. The petitioners also gave a complaint.

5. The learned Government Advocate (Crl. Side) submitted that the petitioners wanted money for their business and agreed to sell the property for Rs.2,50,000/- and received a sum of Rs.2,00,000/- from the defacto complainant. Subsequently, they did not return the amount and



did not execute the sale deed. He further submitted that the respondent Police are taking steps to send sale agreement to the Forensic Department to verify the signature. He further contended that the petitioners earlier filed Crl.O.P(MD).No.6341 of 2016 and the same has been dismissed by this Court on 22.04.2016 and now, there is no change of circumstances and prayed for dismissal of this petition.

6. Considering the fact that the petitioners agreed to sell the property and register the sale agreement and thereafter, threatened the defacto complainant with dire consequences and that the earlier petition filed by the petitioners was dismissed on 22.04.2016 and that there is no change of circumstances, this Court is not inclined to grant anticipatory bail to the petitioner.

7. Accordingly, the Criminal Original Petition is dismissed.

sd/-

05/07/2016

/ TRUE COPY /

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

TO

1 THE SUB INSPECTOR OF POLICE
CUMBUM NORTH POLICE STATION,
THENI DISTRICT.

2 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.NA.PALANIYANDI, Advocate SR.No.35266

ORDER

IN

CRL OP(MD) No.7645 of 2016

Date :05/07/2016

PA/SK-SKN/SAR II/21.07.2016/2P/4C