

HON'BLE SRI JUSTICE U.DURGA PRASAD RAO

Criminal Petition No.2990 of 2017

ORDER:

In this petition filed under Section 439(2) Cr.P.C, the petitioner/*defacto* complainant seeks to cancel the anticipatory bail granted to the 1st respondent/accused by the learned IV Additional Metropolitan Sessions Judge at Hyderabad in Crl.M.P.No.889 of 2017.

2) The *defacto* complainant lodged complaint against the accused with Sanjeeva Reddy Nagar PS and the same was registered as FIR No.187 of 2017 for the offences under Sections 420, 468, 471 IPC. The complaint allegations briefly are to the effect that the complainant is the owner of the shops C-12 & C-13 situated at Bhanu Enclave, beside ESI Hospital, S.R. Nagar, Hyderabad and he agreed to lease out the said mulgies to accused on a monthly rent of Rs.28,000/- for one year and if the tenant wanted to continue the tenancy, he has to enhance 10% on each year. With those stipulations, a lease deed was prepared on 07.01.2013 and the accused obtained the signatures of the complainant and his sons on the said lease deed at the house of the complainant. The accused signed on the first page of the lease deed which was executed on Rs.100/- Non-Judicial stamp paper. The accused promised to handover the original lease deed after signing on each paper and with the signatures of witnesses. At that time, the complainant was busy and the accused also issued a cheque for Rs.1,68,000/- towards advance rent for six(6) months. The accused did not sign on the other papers. The

complainant requested the accused for registration but the accused used to postpone on one pretext or other and he used to pay Rs.14,000/- through bank. The accused also sub-let the Mulgies to some other person, which is against the terms of lease. After reconciliation, on 30.04.2016, the accused agreed to handover vacant possession of the Shop Nos.C-12 and C-13. However, on 03.08.2016, the accused called the complainant to the shop and forcibly obtained his signatures on MOU in the presence of the brother-in-law of the complainant namely Nagesh Kumar Agarwal without allowing the complainant to peruse the contents of the MOU. He also obtained a cheque bearing No.000058 for Rs.6,00,000/- drawn on Bank of Baroda with a cash of Rs.2,00,000/- from the complainant. When questioned by the complainant about the MOU, the accused threatened him with dire consequences. He fabricated some documents and hurriedly filed civil suit O.S.No.331 of 2017 before the V Junior Civil Judge, City Civil Court, Hyderabad and in the said suit he filed I.A.No.49 of 2017 and produced false evidence in the form of affidavit and obtained *status quo* order.

3) In the above crime, the 1st respondent/accused obtained anticipatory bail in CrI.M.P.No.889 of 2017.

4) It is contended on behalf of the petitioner that the 1st respondent/accused produced forged lease deed dt.07.01.2013 with different terms and also produced false evidence and obtained *status quo* and therefore, bail granted to the 1st respondent/accused is liable to be cancelled.

5) Per contra, learned counsel for 1st respondent/accused while opposing the petition would submit that whether the 1st respondent committed forgery or not has to be decided at the ultimate end of the trial and since the petitioner has already appeared and contesting the suit, at this stage he cannot harp to cancel the bail as the 1st respondent/accused has not committed any breach of the terms of the lease. He thus prayed to dismiss the petition.

6) I find force in the submission of learned counsel for 1st respondent/accused. Whether the 1st respondent/accused produced any forged documents before the trial Court in O.S.No.331 of 2017 or not can be determined only after a full-fledged trial and not at this moment. If during the course of trial the complainant is able to establish that any of the documents relied upon by the 1st respondent/accused are forged, then the concerned Court can take suitable action against the 1st respondent/accused. My view gets fortified by the decision reported in ***K.Anitha vs. G.Subbaiah***¹. In this regard, the judgment relied upon by the petitioner in ***C. Ramalingam vs. S. Geetha and another***², can be distinguished on facts. In that case, the High Court of Madras upon ascertaining from the Revenue Authorities and Investigating Officer that the revenue records produced by the accused were forged, cancelled the anticipatory bail granted by the Principal Sessions Judge, Chengalpattu. But in the instant case, the matter is pending before the Civil Court and hence it is not apt for this Court to interlope.

¹ 2009(6) ALD 139

² 2014(1) LW(Crl) 536 = 2014(2) MLJ (Crl) 6

7) It should be noted that except contending that the 1st respondent/accused produced forged documents and obtained *status quo* order, the petitioner/complainant did not bring-forth any of the acts of the accused violating the conditions of the bail so as to set aside the bail order.

8) Accordingly, this Criminal Petition is dismissed.

As a sequel, miscellaneous petitions pending, if any, shall stand closed.

Date: 29.08.2017
scs

U.DURGA PRASAD RAO, J

