



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

Wednesday, the Third day of January Two Thousand Eighteen

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PRESENT

The Hon`ble Mr.Justice R.PONGIAPPAN

CRL OP(MD) No.17769 of 2017

C.SUNDAN

... PETITIONER/SOLE ACCUSED

Vs

STATE REP BY
THE INSPECTOR OF POLICE
DINDIGUL TOWN WEST POLICE STATION,
DINDIGUL DISTRICT,
IN CRIME NO.374 OF 2017

... RESPONDENT / COMPLAINANT

For Petitioner : M/S.V.KARUNA Advocate

For Respondent : MR.K.S.DURAI PANDIAN, Additional Public Prosecutor

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

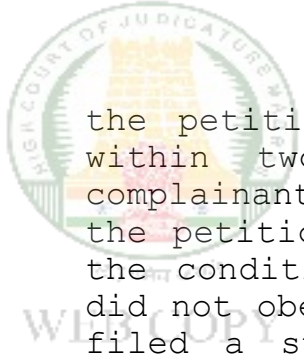
ORDER : The Court Made the following order :-

Heard both sides.

2.The petitioner is arrayed as the sole accused in Crime No.374 of 2017 of Dindigul Town West Police Station. He apprehends arrest at the hands of the respondent police for the alleged offences under Sections 294(b), 506(i) IPC and Sections 3 & 4 of TNPECI Act and he has filed this petition, seeking the relief to grant anticipatory bail.

3.The case of the prosecution is that the de-facto complainant borrowed a sum of Rs.2,80,000/- from the petitioner after executing a mortgage deed and thereafter, he repaid the amount, but the petitioner did not return the deed which was executed at the time of availing the said loan. On 20.10.2017 at about 10.00 a.m. near P.V.K.Mahal, the de-facto complainant while asking the petitioner for return the deed, the petitioner used filthy language and threatened him with dire consequences, demanding excess interest. Hence, a complaint has been lodged.

4. The learned counsel appearing for the petitioner submitted that the de-facto complainant and the petitioner entered into a sale agreement on 25.02.2014 in respect of S.F.No.522/1B, Settinayakkanpatti Village, Thillai Nagar, Plot No.12 & 13 for which



the petitioner paid Rs.4,00,000/- as cash. As per the agreement, within two years from date of sale agreement, the defacto complainant has not executed the sale deed. He further submits that the petitioner was ready to pay the balance amount and to complete the condition of the sale agreement, but the de-facto complainant did not obey the condition of the sale agreement. So the petitioner filed a suit for specific performance before the Principal Sub Judge, Dindigul in O.S.No.353 of 2017 against the de-facto complainant. He further submits that the petitioner has been falsely implicated in this case, he has not committed any offence as alleged, he is no way connected with the offences, and pleads for grant of anticipatory bail to the petitioner.

5.The learned Additional Public Prosecutor appearing for the respondent submitted that a suit in O.S.No.353 of 2017 has been filed by the petitioner for specific performance before the Principal Sub Judge, Dindigul against the defacto complainant.

6.Considering the submissions on either side, it appears that before the date of registration of this case viz., on 11.11.2017, on 25.02.2014 a sale agreement was executed between the petitioner and the defacto complainant. Further, based on the sale agreement, the suit was filed before the Sub Court, Dindigul in O.S.No.353 of 2017 by the petitioner for the relief of specif performance. Hence, lodging of the complaint after the date of above transaction is clearly proved that the petitioner and the defacto complainant are having the previous enmity. Hence, considering the above aspects, custodical intracation is not necessary for completing investigation.

7. Therefore, taking the above said aspects into consideration, and having regard to the nature of offence, this Court is inclined to grant anticipatory bail to the petitioner subject to the following conditions:-

(i) The petitioner is granted anticipatory bail in the event of his arrest or on his surrender before Judicial Magistrate Court No.I, Dindigul on or before 17.01.2018, failing which, the petition shall stand dismissed automatically.

(ii) On such arrest or surrender, the petitioner is ordered to be enlarged on bail on his executing a bond for Rs.25,000/- with two sureties for a like sum each to the satisfaction of the Judicial Magistrate Court No.I, Dindigul.

(iii) The petitioner is directed to appear before the respondent / police daily at 10.00 a.m. until further orders.

(iv) The petitioner shall make himself available for interrogation as and when required by the investigation officer.

(v) On breach of any of the aforesaid conditions, the anticipatory bail granted to the petitioner shall stand



automatically cancelled, and 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/-
03/01/2018

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

TO

- 1 THE PRINCIPAL SUBORDINATE JUDGE, DINDIGUL
- 2 THE JUDICIAL MAGISTRATE NO.I, DINDIGUL
- 3 THE CHIEF JUDICIAL MAGISTRATE
DINDIGUL DISTRICT
- 4 THE INSPECTOR OF POLICE
DINDIGUL TOWN WEST POLICE STATION,
DINDIGUL DISTRICT,
- 5 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI

+1. CC to M/S.V.KARUNA Advocate SR.No.128

ORDER
IN
CRL OP(MD) No.17769 of 2017
Date :03/01/2018

SMA/CM-VR/SAR-1/08.01.2018:3P/7c