



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

Friday, the Second day of February Two Thousand Eighteen

WEB COPY

PRESENT

The Hon`ble Mr.Justice R.PONGIAPPAN

CRL OP(MD) No.18066 of 2017

1 DR.KANMANI JOAN OF ARCH

2 K.THIYAGARAJAN

... PETITIONERS / ACCUSED Nos.2 & 4

Vs

1 THE STATE REPRESENTED BY

THE INSPECTOR OF POLICE

C.C.B.CRIME, CANTONMENT, TRICHY,

(CRIME NO. 49 OF 2017)

... 1st RESPONDENT / COMPLAINANT

2 POOMALAI

... RESPONDENT / COMPLAINANT

2nd RESPONDENT / DE-FACTO COMPLAINANT

For Petitioners : Mr.A.HAJA MOHIDEEN Advocate

For Respondent 1: Mr.A.ROBINSON, Govt. Advocate (Crl. Side)

R2: Mr.S.KARTHICK SUBRAMANIAN, Advocate

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

ORDER : The Court Made the following order :-

The petitioners, who are arrayed as Accused Nos.2 and 4, apprehend arrest at the hands of the respondent police for the alleged offences punishable under Sections 120(B), 406, 419, 465, 468, 471 and 420 IPC, in Crime No.49 of 2017 and hence, seek anticipatory bail.

2.The case of the prosecution is that the de-facto complainant as the Power Agent of one Somasundaram entered into a Memorandum of Understanding on 26.02.2016 with the first accused to purchase 70 acres of land in Panjapur, Trichy, at the rate of Rs.17 lakhs per acre. Thereafter, with the help of the fifth accused, 4 sale deeds were registered on 07.04.2016 in respect of 2 ½ acres and 6 sale deeds were registered on 04.05.2016 in respect of 2 acres and 62 cents. While making mutations of revenue records, it was found that Accused Nos.1 and 5 to 26 fabricated the records. Thereafter, the first accused undertook to settle the matter by creating charge over his own property and the same was not done. Hence, the present complaint has been filed for the offences stated above.



3.The learned counsel appearing for the petitioners submitted that the de-facto complainant is the Power Agent of one Somasundaram, who is the owner of Amman Steels Private Ltd. and he entered into a Memorandum of Understanding with the first accused on 26.02.2016 to purchase 70 acres of land in Panjapur, Trichy, at the rate of Rs.17 lakhs per acre and paid an advance of Rs.10 lakhs. Based on the said arrangement, the first accused contacted the fifth accused, who is the native of Panjapur. Thereafter, the fifth accused brought Accused Nos.6 to 26 with relevant records for their properties and on perusal of the entire records, they have satisfied with the title and called the first accused to prepare the sale deeds and send the vendors to them. Subsequently, the first accused sent the vendors along with the fifth accused to the de-facto complainant and his counsel. Based on their consent, the first accused with the help of document writer executed the sale deeds in favour of the wife of said Somasundaram. He further submitted that subsequently, several persons in order to get money behind the back of the truth, approached the first accused that they are also so called owners of the property, against which, the de-facto complainant has filed civil suits against those persons. He also submitted that the petitioners are innocent persons and they have not committed any offence and they have been falsely implicated in this case and prays for anticipatory bail in favour of the petitioners.

4.It is submitted by the learned Government Advocate (Criminal side) that the de-facto complainant as the Power Agent of one Somasundaram, entered into Memorandum of Understanding on 26.02.2016 with the first accused to purchase 70 acres of land in Panjapur, Trichy, at the rate of Rs.17 lakhs per acre. While making mutation of revenue records, it was found that Accused Nos.1 and 5 to 26 fabricated the records. Thereafter, the first accused undertook to settle the matter by creating charge over his own property and the same was not done. He further submitted that the investigation is in progress and therefore, he prayed for dismissal of the Criminal Original Petition.

5.The learned counsel for the second respondent/de-facto complainant reiterated the averments made in the complaint and prayed for dismissal of the Criminal Original Petition.

6.The petitioners herein are Accused Nos.2 and 4 in the abovesaid case. It is alleged that during the time of occurrence, the de-facto complainant in this case requested the help of Accused Nos.1 and 5 and some other accused to purchase 70 Acres of land in Panjapur, Trichy. Accused Nos.1 and 5 after making promise, in order to comply the same, prepared forged documents, which are all required for completing the transaction. On going through the entire averments made in the FIR, it is seen that the de-facto complainant had contacted the first accused in this case alone for purchasing the land. The first petitioner herein is the wife of the



first accused. Now, on going through the entire averments made in the FIR, it is seen that the de-facto complainant has not made any allegation against the petitioners and specifically, in the fourth page of the FIR, he mentioned as if the first and fifth accused alone are the main accused in this case. Further, it is averred that they only created the forged documents. Accordingly, if the petitioners are involved in this offence, it will come to light only during the time of investigation.

7. Now, considering the abovesaid aspect, custodial interrogation of the petitioners is not necessary for completing investigation. Hence, this Court is inclined to grant anticipatory bail to the petitioners, with certain conditions. Accordingly, they are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.II, Trichy, on condition that each of the petitioners shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) with two sureties each for a like sum to the satisfaction of the respondent Police or to the Police Officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:

- (i) the petitioners shall report before the respondent Police daily at 10.00 a.m. until further orders.
- (ii) the petitioners shall not tamper with evidence or witness either during investigation or trial.
- (iii) the petitioners shall not abscond either during investigation or trial.
- (iv) On breach of any of the aforesaid conditions, the anticipatory bail granted to the petitioners shall stand automatically cancelled and the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioners in accordance with law as if the conditions have been imposed and the petitioners 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/-
02/02/2018

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



1 THE JUDICIAL MAGISTRATE NO.II,
TRICHY

2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
TRICHY

3 THE INSPECTOR OF POLICE
C.C.B.CRIME, CANTONMENT, TRICHY,

4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI

+1. CC to M/S.A.HAJA MOHIDEEN Advocate SR.No.1858

smn2

JAM/06/02/2018/PM-PN/ SAR 3/ 4p-6c

ORDER
IN
CRL OP(MD) No.18066 of 2017
Date :02/02/2018