



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

Friday, the Thirty First day of August Two Thousand Eighteen

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PRESENT

THE HON`BLE MR.JUSTICE G.K.ILANTHIRAIYAN

CRL OP(MD) No.15559 of 2018

VIJAYALAKSHMI,

... PETITIONER / ACCUSED NO.2

Vs

THE INSPECTOR OF POLICE,  
DISTRICT CRIME BRANCK,  
TRICHY DISTRICT.  
(CRIME NO.16 OF 2018)

... 1ST RESPONDENT / COMPLAINANT

For Petitioner : M/S.R.GANDHI Advocate

For Respondent : MR. Mr.A.P.G.OHM CHAIRMA PRABHU,  
Government Advocate (Crl.side)

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

ORDER : The Court Made the following order :-

The petitioner apprehends arrest at the hands of the respondent police for the offences punishable under Sections 417 and 420 IPC in Crime No.16 of 2018, seeks anticipatory bail.

2.The case of the prosecution is that on 05.06.2010, the defacto complainant had entered into a sale agreement with the petitioner and another to purchase the land comprised in Survey No.1/7 to an extent of 5 acres at the total sale consideration of Rs.40,00,000/- (each acre Rs.8,00,000/-). The specific condition imposed in the said agreement is that within a period of three months the petitioner and another have to execute the sale deed in favour of the defacto complainant, after receipt of the balance amount. Thereafter, the defacto complainant verified the said land and it was found that the land does not belong to the petitioner and another and the same belongs to the Tamil Nadu Housing Board. Hence, the complaint.



3.The learned counsel appearing for the petitioner would submit that the complaint has been lodged after eight years, that too by the direction under Section 156 (3) Cr.P.C. only the said complaint has been registered. The petitioner herein is working as Chief Medical Officer, Tirunelveli and residing at Madurai. Whereas the property is situated at Trichy. He further stated that the petitioner and another never executed any such agreement for sale. They are still in possession and enjoyment of the property and they are the owner of the property. They did not receive any amount as alleged by the defacto complainant. The defacto complainant attempted to grab the entire land, has made such allegations against the petitioner, since she is a widow and she is residing at Madurai.

4.Heard the learned Government Advocate (Crl.Side) appearing for the respondent police.

5.On verifying the date of sale agreement, it is seen that the sale agreement was written in a white sheet and the signature has been obtained in revenue stamp. Normally, the sale agreements are entered in the stamp paper. Here, it is seen that the sale agreement is in white sheet and it is also not signed by the defacto complainant. The signature has also been obtained on the revenue stamp.

6.If at all any agreement for sale agreement is executed by the petitioner and another, the defacto complainant would have issued notice to the petitioner and another for execution of sale deed. Without any notice between the defacto complainant and the petitioner for the past eight years, the defacto complainant straight away lodged the complaint against the petitioner and another and that too registered only on a direction under Section 156 (3) Cr.P.C.

7.Considering the facts and circumstances of this case, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on her appearance before the learned Judicial Magistrate Court No.3, Trichy and on her executing a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties each for a like sum to the satisfaction of the learned Magistrate concerned and on further condition that the petitioner shall appear before the respondent police daily at 10.30 a.m., for a period of two weeks and thereafter as and when required for interrogation. The petitioner shall comply with the conditions stipulated under Section 438 Cr.P.C. Scrupulously.



8. The petitioner shall appear before the concerned Magistrate within a period of 15 days from the date on which the order copy made ready, failing which, the petition for anticipatory bail shall stand dismissed.

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sd/-  
31/08/2018

/ TRUE COPY /

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

TO

1 THE JUDICIAL MAGISTRATE NO.III  
TRICHY.

2 DO THROUGH THE CHIEF JUDICIAL  
MAGISTRATE, TRICHY.

3 THE INSPECTOR OF POLICE,  
DISTRICT CRIME BRANCH, TRICHY DISTRICT.

4 THE ADDL. PUBLIC PROSECUTOR  
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.R.GANDHI Advocate SR.No.16611

ORDER  
IN  
CRL OP(MD) No.15559 of 2018  
Date :31/08/2018

TR/JC/SAR-1 (10/09/2018) 3P/6C