

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Criminal Jurisdiction)

Wednesday, the Nineteenth day of June Two Thousand Nineteen

PRESENT

The Hon`ble Mr Justice M.DHANDAPANI

CRIMINAL ORIGINAL PETITION No.12793 of 2019

C.P.SENTHILRAJA

[PETITIONER / ACCUSED]

Vs

1 THE STATE REP.BY ITS [RESPONDENT]
INSPECTOR OF POLICE,
E-4, ABIRAMAPURAM POLICE STATION,
CHENNAI-600 018.
CR.NO.425 OF 2018.

2 K.A.PAARTHIBAN

For Petitioner : M/S.P.AYYACHAMY Advocate

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

For Respondent-2 : MR. I.JOHN AROCKIADAS, Govt. Advocate (Crl. Side)

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

ORDER : The Court Made the following order :-

The petitioner who apprehends arrest at the hands of the respondent police for the alleged offence under Sections 447, 342, 294(b), 386, 506(1) of I.P.C. in Cr.No.425 of 2018 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the 1st accused has entered into a lease agreement with the defacto complainant on 06.11.2017 on condition that A1 has to pay a rent of Rs.1 Lakh and advance amount of Rs.6 Lakhs and the period of lease is specifically mentioned as 11 months and the lease was executed and the petitioner has occupied the premises. After executing the lease agreement, the second accused/ petitioner entered into another agreement with 1st accused without the knowledge of the defacto complainant on 09.11.2017 for a period of 5 years contrary to the earlier original lease agreement, which expired 11 months before. After occupying the premises and after expiry of the lease period, the 1st accused or petitioner has not paid any rent nor they vacated the premises with an intention to cheat the defacto complainant. According to the defacto complainant, accused 2 and 3 colluded together and demanded money from the defacto complainant to vacate the premises.

3.The learned counsel appearing for the petitioner would submit that the petitioner has not committed any offence as alleged by the prosecution. He would further submit that the entire dispute is civil in nature. This Court earlier without considering the bail jurisprudence passed the order in a mechanical manner.

4.The learned counsel appearing for the petitioner would further submit that the first accused/ Ahamed colluded with the defacto complainant in order to cheat the petitioner/ A2 and obtained huge amount. Thereafter, A1 did not pay any amount to the petitioner. Hence, the petitioner is not in a position to vacate the premises. He would further submit that if A1 return the money to the petitioner, the petitioner is ready to vacate the premises. Accordingly, he prayed for grant of anticipatory bail to the petitioner.

5.The learned counsel appearing for the defacto complainant would submit that initially lease was entered into between the defacto complainant and one Ahamed. Though lease was granted in favour of the said Ahamed for a period of 11 months by receiving a sum of Rs.8Lakhs on 06.11.2017, thereafter, the said Ahamed handed over the entire possession to the petitioner/A2 and A3. All these accused colluded together and demanded huge sum from the defacto complainant for evicting the premises. Thereafter, the defacto complainant lodged the complaint.

6.The learned counsel appearing for the defacto complainant would further submit that earlier the petitioner filed CrI.O.P.No.27237 of 2018 before this Court seeking anticipatory bail and the said petition was dismissed by this Court on 26.11.2018. Challenging the said dismissal, the petitioner filed petition for Special Leave to Appeal (CrI.) No.11087 of 2018 before the Hon'ble Supreme Court and the Hon'ble Supreme Court vide order dated 15.01.2019 dismissed the special leave petition.

7.The learned counsel appearing for the defacto complainant would further submit that once the special leave petition is dismissed, there is no question of filing petition for anticipatory bail before this Court, however, the law enforcing agency has colluded with the petitioner and has not arrested the petitioner till date, even after the dismissal of the special leave petition.

8.The learned Government Advocate would submit that this is the fourth anticipatory bail petition filed by the petitioner. She would further submit that after the dismissal of the special leave petition, the law enforcing agency is seriously searching the petitioner, however, they are not able to secure the petitioner. She would further submit that A1 was already arrested on 02.10.2018 and accused 2 and 3 are evading arrest and would further submit that the law enforcing agency will be able to secure accused 2 and 3 within a period of two weeks. She would further submit that A1 and A2 are habitual offenders and A3 is the henchman assisting A1 and A2 and vehemently opposed for grant of anticipatory bail to the petitioner/A2.

9.The original lease agreement is only for 11 months and the advance amount is Rs.6 Lakhs, however, contrary to the original lease agreement and without the knowledge of the defacto complainant, A1 and A2 entered into another agreement inorder to grab the property of the defacto complainant, which cannot be viewed lightly.

10.Hence, considering the gravity of the offence committed by the petitioner and also the submission made by the learned Government Advocate that the petitioner is a habitual offender and since there is no change in circumstances, this Court is not inclined to grant anticipatory bail to petitioner.

11.Accordingly, the criminal original petition is dismissed.

-sd/-

19/06/2019

This order, on being produced, be punctually observed and carried into execution by all concerned

TRUE COPY

Sub-Assistant Registrar (Statistics/C.S.)
High Court, Madras - 600 104.

TO

1 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

2 INSPECTOR OF POLICE,
E-4, ABIRAMAPURAM POLICE STATION,
CHENNAI-600 018

CC to M/S.P.AYYACHAMY Advocate on payment of necessary charges

+2 CC to M/S.I.JOHN AROCKIADAS Advocate on payment of necessary charges Sr.12269

CRL OP.12793/2019

Date :19/06/2019

rvr 27/06/2019