



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

Wednesday, the Sixth day of March Two Thousand Nineteen

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PRESENT

The Hon`ble Mr.Justice M.DHANDAPANI

CRL OP(MD) No.3404 of 2019

GNANA ARUL RAJ

... PETITIONER / 1st ACCUSED

Vs

THE INSPECTOR OF POLICE,
KALIYANKKAVILAI POLICE STATION,
KALIYAKKAVILAI, KANYAKUMARI DISTRICT.
(CRIME.NO.164/2018)

... RESPONDENT / COMPLAINANT

For Petitioner : Mr.S.BALAJI Advocate

For Respondent : Mr.K.SUYAMBULINGA BHARATHI Govt. 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 Section 420 I.P.C. in Crime No.164 of 2018, seeks anticipatory bail.

2.The case of the prosecution is that the petitioner sold his vehicle to the *de facto* complainant on 23.10.2017. But the petitioner did not deliver the vehicle to the *de facto* complainant. Hence, the complaint.

3.The learned counsel appearing for the petitioner would submit that the *de facto* complainant mortgaged the vehicle to the petitioner and received a sum of Rs.3,00,000/- from the petitioner and he also would further submit that the *de facto* complainant is liable to pay the said amount. The learned counsel appearing for the petitioner would further submit that as per the legal notice dated 06.08.2018, the *de facto* complainant purchased the vehicle from the petitioner on 23.10.2017. Thereafter, the *de facto* complainant entrusted the vehicle to the petitioner to run the vehicle for hire. Then, the *de facto* complainant demanded the petitioner to obtain a sum of Rs.3,00,000/- by pledging the R.C.Book of the Vehicle. Since R.C. Book of the vehicle was in his name and the petitioner pledged the R.C.Book in Murugu Finance at Nagercoil and obtained a sum of Rs.3,00,000/- and gave the amount to the *de*



facto complainant. However, the *de facto* complainant has not returned the amount to the petitioner, hence, the petitioner did not deliver the vehicle to the *de facto* complainant. Accordingly, the petitioner is before this Court with the present Criminal Original Petition seeking anticipatory bail.

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4. The learned Government Advocate (Crl. side) appearing for the respondent would submit that having received the entire sale consideration, without knowledge of the *de facto* complainant, the petitioner had obtained a loan amount of Rs.3,00,000/- from the Murugu Finance at Nagercoil, by pledging the R.C. Book and also he did not deliver the vehicle to the *de facto* complainant.

5. It appears that the R.C. Book stood in the name of the petitioner and the petitioner obtained an amount of Rs.3,00,000/- by pledging the R.C. Book of the vehicle without knowledge of the *de facto* complainant and the petitioner also admitted in his legal notice he already sold the vehicle to the *de facto* complainant. No records were shown that the *de facto* complainant borrowed amount from the petitioner. This Court had already dismissed the earlier anticipatory bail application on 11.09.2018 to the petitioner herein. This Court has given a finding and come to the conclusion that the offence committed by the petitioner is a heinous one. There is no change of circumstances. Therefore, this Court finds no reason to take a different view.

6. In view of the above, the Criminal Original Petition stands dismissed accordingly.

sd/-
06/03/2019

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

TO

- 1 THE INSPECTOR OF POLICE
KALIYANKKAVILAI POLICE STATION,
KALIYAKKAVILAI, KANYAKUMARI DISTRICT.
- 2 ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

PS/JC/SAR-3/14.03.2019/2P/3C