



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

Friday, the Twenty Fifth day of January Two Thousand Nineteen

PRESENT

The Hon`ble Mr.Justice M.NIRMAL KUMAR

CRL OP(MD) No.380 of 2019

STALIN

... PETITIONER /SOLE ACCUSED

Vs

STATE REP.BY
THE INSPECTOR OF POLICE
KARUPPAURANI POLICE STATION,
MADURAI.
(IN CRIME NO. 173 OF 2018)

... RESPONDENT / COMPLAINANT

For Petitioner : MR.B.SARAVANAN Advocate

For Respondent : MR.K.SUYAMBULINGA BHARATHI,
Govt. Advocate (Crl. Side)

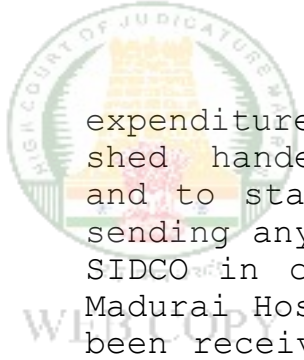
For Intervener : Mr.M.VIJAYAKUMAR, Advocate

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 offences punishable under Sections 120(b), 406, 420, 468 and 471 of IPC., in Crime No.173 of 2018, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant, who is the owner of Plot No.111 at Tamil Nadu Small Industries Development Corporation Limited), at the Industrial Estate at Uranganpatti Village, Madurai District (Herein after called, 'SIDCO'). For the purpose of putting up a shed, the Tamil Nadu Industrial Investment Corporation (hereinafter called, the 'TICC') had given him a loan to SIDCO. The Manager, SIDCO, had put up a shed, for which, he had calculated the expenditures at Rs.9,26,000/-. The loan granted by TICC to SIDCO was not informed to the defacto complainant and without knowledge, written approval and knowledge of the defacto complainant, in Plot No.111, a shed was put up by the SIDCO. On moral grounds, the defacto complainant is agreed to pay the expenditure incurred for putting up of the shed with certain conditions. The petitioner would have paid for the



expenditure incurred for putting up the shed, if the key to the said shed handed over to her, which would enable her to occupy the place and to start her business. On the contrary, without informing or sending any communication to the defacto complainant, the Manager of SIDCO in collusion with the petitioner, who is the Secretary of Madurai Hosiery Industries Association, Uranganpatti, Madurai, have been receiving the monthly income of the defacto complainant, which come from the said Plot No.111. Thereafter, the defacto complainant had sent a legal Notice on 14.05.2018, which was received by the petitioner and no refutal reply was sent making it apprehend that the petitioner and the Manager of the SIDCO had accepted the contention of the petitioner. Thereafter, the complaint came to be registered.

3. The learned counsel appearing for the petitioner would submit that the petitioner, who is the Secretary of Madurai Hosiery Industries Association, Uranganpatti, Madurai, had purchased 68.64 Acres of land at Vedathakulam and Vallakundu Village, Madurai. The Association proposed to start 115 numbers of Hosiery Industries in the above area. The Association agreed to authorize SIDCO to take over the land for infrastructure development and the SIDCO constructed sheds in the above said land and for which, a Government Order was issued in G.O.Ms.No.294, dated 23.07.1992. Thereafter, the petitioner Association had allotted Plot No.111 to M/s.Kannan and Kannan Knit Wears, Madurai, on condition that the allottee are ready with the project in terms of sanction of Term Loan from Financial Institution or remittance of the cost of land and building to the Association. M/s.Kannan and Kannan Knit Wears had agreed to the said terms and conditions and also for the Tri-parti ventures between the petitioner, TICC and SIDCO. On 03.06.1993, Sale Deed was executed in favour of the defacto complainant. Thereafter, on 31.03.1994, M/s.Kannan and Kannan Knit Wears, Madurai, had executed a sale deed, transferring its right to M/s.TEE VEE Knitwears Private Limited, Madurai, by a registered deed. Thereafter, M/s.TEE VEE Knitwears Private Limited had been in touch with the petitioner Association. The petitioner Association had called upon M/s.TEE VEE Knitwears Private Limited, to pay the cost of construction of shed along with the amounts due to the petitioner Association, failure of the same would amount to decline of the proposal and transferring the land to TANSIDCO. This being the case, a Legal Notice was issued by Thenammai Valliappan represents M/s.Kannan and Kannan Knit Wears, as though she has got right over the Shed in the Plot No.111, which has been transferred to M/s.TEE VEE Knitwears Private Limited, as early as 1994. Thus, despite the defacto complainant knowing well that she has not right over the shed No.111, has preferred a false complaint against the petitioner.

4. The learned Government Advocate (crl.side) appearing for the State would submit that it is a joint ventures project of the petitioner, TIIC and SIDCO for the development of Hosiery and Allied Industries in Madurai Taluk, The Project has been initiated from the year 1992 and the sheds have been allotted to the



respective members and after 1994, the defacto complainant has no right over the shed. Further, on the complaint forwarded under Section 156(3) Cr.P.C., by the learned Judicial Magistrate No.2, Madurai, the case came to be registered and investigation has been conducted.

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5. The learned counsel appearing for the defacto complainant reiterated what had stated in the complaint. He would further submit that the petitioner is having money and muscle power and had parted away the Plot No.111, for the purpose of making wrongful gain for themselves and thereby causing wrongful loss to the intervener. Further, no reply was sent to the Legal Notice and objected for grant of anticipatory bail to the petitioner.

6. I have heard the learned counsels appearing on either side and perused the materials available on record.

7. Considering the above facts and circumstances of the case and considering the fact that the offences alleged are all document based offences, this Court is inclined to grant anticipatory bail to the petitioner, subject to certain conditions;

8. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, before the learned Judicial Magistrate No.II, Madurai, on condition that the petitioner shall execute 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;

[a] if the petitioner failed to surrender before the said Magistrate within a period of fifteen days from the date of receipt of a copy of this order, this Order shall stand automatically cancelled.

[b] the petitioner shall report before the respondent police daily at 10.30 a.m., for a period of two weeks and thereafter, as and when required, for interrogation.

[c] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[d] the petitioner shall not abscond either during investigation or trial.

[e] On breach of any of the aforesaid conditions, 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]**.



[f] If the accused thereafter abscond, a fresh FIR can be registered under Section 229-A IPC.

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sd/-
25/01/2019

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

TO

- 1.THE JUDICIAL MAGISTRATE NO.II,
MADURAI.
 - 2.DO THRO'THE CHIEF JUDICAIL MAGISTRATE,
MADURAI DISTRICT
 - 3.THE INSPECTOR OF POLICE,
KARUPPAURANI POLICE STATION,
MADURAI.
 - 4.THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI.
- +1. CC to MR.B.SARAVANAN Advocate SR.No.1542

ORDER
IN
CRL OP(MD) No.380 of 2019
Date :25/01/2019

AE/PN/SAR2/31.01.2019/4P/6C