

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.11.2020

CORAM

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

CrI.O.P.No.15611 of 2020

H.Mohammed Barakath Sulthan

... Petitioner

Vs.

The State Represented by
The Inspector of Police,
G-3, Kilauk Police Station,
Chennai.
(Crime No.52 of 2020)

... Respondent

Prayer: Criminal Original Petition filed under Section 438 of Cr.P.C., to enlarge the petitioner on bail in the event of his arrest in Crime No.52 of 2020 pending on the file of the respondent police.

For Petitioner : Mr.R.Abdul Mureen

For Respondent : Mr.M.Mohamed Riyaz,
Additional Public Prosecutor

For Intervenor : M.Kamalakaran

ORDER

(This case has been heard through video conference)

The petitioner who apprehend arrest at the hands of the respondent police for the alleged offences punishable under **Sections 465, 468, 471 and 420 of IPC**, in Crime No.52 of 2020, on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution as per the defacto complainant is that he is the absolute owner of the premises bearing Door No.87/1, Millers Road, Kilpauk, Chennai-600 101 and he had leased out the ground floor and a portion in the first floor of the said premises to one M/s. Lisna Enterprises Private Limited (Franchisee Nilgiris) represented by its Chairman and the lease deed was executed on 19.02.2010, as per the terms of the said agreement, monthly rent of Rs.1,70,000/- and a security deposit of Rs.17,00,000/- was paid by cheque. Subsequently, an another lease in respect of the first floor portion was executed on 24.09.2012 by the same persons, wherein, the monthly rent was fixed at a sum of Rs.10,000/- and the said lease deed dated 19.02.2010 had been

submitted to M/s.The Nilgirie Farm Private Limited, No.43P, Police Office Raod, Cantonment, St. Thomas Mount, Chennai-600 106. While so, the tenant failed to pay the rent amount properly and the lease deed expired on 31.09.2019. Thereafter, the tenant has not extend the lease deed. The tenant was served with a copy of false and fabricated lease agreement alleged to have been executed on 15.03.2010 by the accused, namely, H.Mohammed Barket Sultan, who claimed to have paid Rs.70,00,000/-, without any rent for 2 years and the fabricated documents have also been filed before the Court.

3. The learned counsel for the petitioner would submit that the petitioner is an innocent person and a false case has been given to evict the petitioner from the premises. He further submitted that originally the father in law had entered into the tenancy agreement with the defacto complainant, subsequently, the defacto complainant attempted to evict the petitioner and his father-in-law by force. Thereby, the petitioner had filed a suit and obtained an injunction against the defacto complainant and the alleged document is also in the custody of the Court. He further submitted that the petitioner has already, to show his bonafides, paid a sum of Rs.15,00,000/-, which is part of arrears of rent.

4. The learned Additional Public Prosecutor would submit that the defacto complainant is the absolute owner of the premises, the father-in-law of the petitioner entered into the premises by was of lease deed agreement. The further allegation is that the petitioner who is the son-in-law of the original tenant by producing fabricated documents in Court obtained an order of injunction.

5. Mr.M.Kamalakannan, the learned counsel appearing for the intervenor submitted that the defacto complainant is the owner of the premises and she is a lady aged about 65 years. He further submitted that the father-in-law of the petitioner has entered into a lease deed and the same was executed on 19.02.2010. As per the terms of the said agreement, the monthly rent of Rs.1,70,000/- per month has been fixed and it is also seen that income tax assessment was made and that tax has also been paid. The father-in-law was in default of rent and the defacto complainant had taken steps to evict the tenant, while so the petitioner who is the son-in-law of the original tenant by producing fabricated documents into Court obtained an injunction. He further submitted that, as on date, the arrears of rent is Rs.28,00,000/-. However he would submit that in compliance of the order of this Court, the petitioner had paid a sum of Rs.15,00,000/- towards part arrears of rent.

6. Heard both sides and perused the materials available on record.

7. Taking into consideration the facts and submissions of the learned Counsel, this Court is inclined to grant anticipatory bail to the petitioner subject to the following conditions;

8. Accordingly, the petitioner is ordered to be released on bail in the event of his arrest or on his appearance, within a period

of fifteen (15) days from the date on which the copy of the order is made ready, before **the learned II Metropolitan Magistrate Court, Egmore**, 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 respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner and the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

[b] **the petitioner shall report before the respondent Police daily at 10.30 a.m., for a period of two weeks and thereafter every Monday at 10.30 until further orders.**

[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 229A IPC.

8. With the above directions, this Criminal Original Petition is ordered.

-sd/-
20/11/2020

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 METROPOLITAN MAGISTRATE II,
EGMORE.

2 THE CHIEF METROPOLITAN MAGISTRATE,
EGMORE [FOR INFORMATION]

3 THE PUBLIC PROSECUTOR,
HIGH COURT, MADRAS.

4 THE INSPECTOR OF POLICE,
G-3, KILPAUK POLICE STATION,
CHENNAI

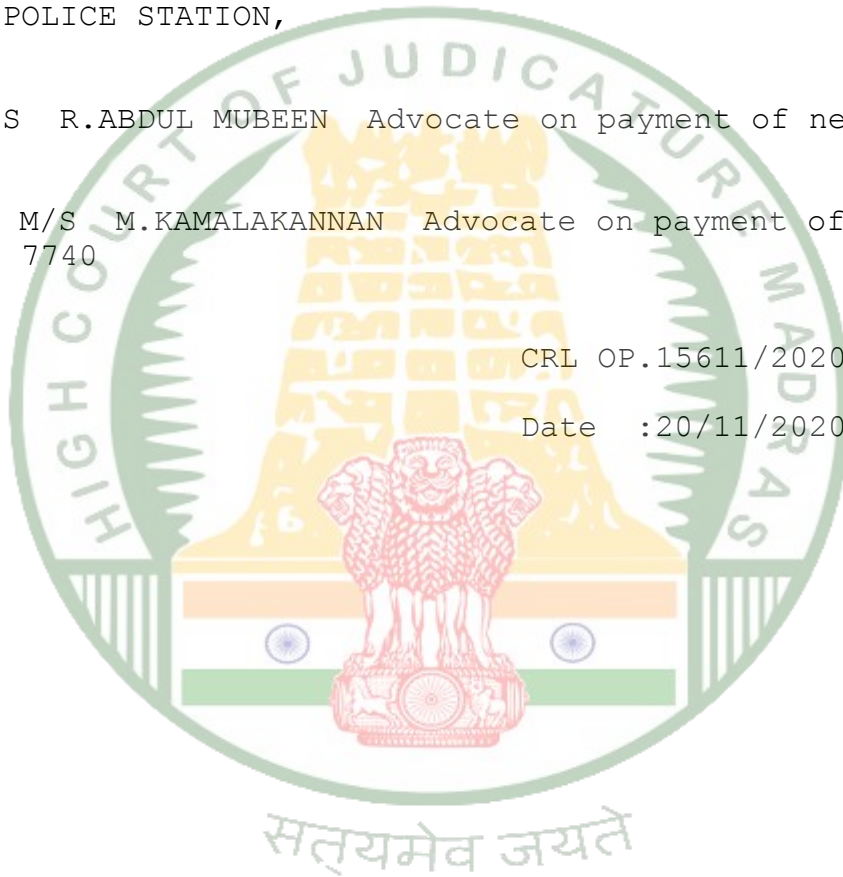
CC to M/S R.ABDUL MUBEEN Advocate on payment of necessary
charges

+3 CC to M/S M.KAMALAKANNAN Advocate on payment of necessary
charges SR.No 7740

CRL OP.15611/2020

Date :20/11/2020

MN-08/12/2020



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