



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

Date : 20/02/2020

PRESENT

The Hon'ble Mr.Justice G.R.SWAMINATHAN

CRL OP(MD) . No.3016 of 2020

1. V.Ilankumaran
2. Harikrishnapandian
3. S.P.Surendran
4. Prabhu
5. Bala

... Petitioners/Accused

Vs

1. The State through rep. by
The Inspector of Police,
City Crime Branch, Madurai City,
Cr.No.45/2019.

... Respondent/Complainant

2. Jegajeevan

... Respondents/Defacto Complainant

For Petitioners : M/s.M.Kasimayan,
Advocate.

For R1 : Mr.A.Robinson,
Government Advocate (Crl.Side)

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

PRAYER :-

for Anticipatory bail in Crime No.45 of 2019 on the file of the respondent police.

ORDER : The Court made the following order :-

Heard the learned counsel appearing for the petitioners and the learned Government Advocate(Crl. Side) appearing for the respondent.

2. The petitioners apprehending arrest at the hands of the respondent police for the offences punishable under sections 406,

<https://hcservices.ecourts.gov.in/hcservices/>



417, 418, 420, 506(1), 341, 323 of I.P.C., in Crime No.45 of 2019 on the file of the respondent police, seek anticipatory bail.

3. The case of the defacto complainant is that he entered into an agreement with the first petitioner Ilankumaran on 27.03.2018. Be that as it may, there was an objection raised by one Mallika. Thereupon, the defacto complainant entered into a direct agreement with the original owner. The first petitioner is refusing to part with a sum of Rs.10,00,000/- said to have been received from the defacto complainant herein.

4. The petitioner's counsel would contend that he had given a complaint against the original owners before the Thallakulam Police Station and that compromise was entered into among all the parties in September 2019. The petitioner's counsel would contend that having entered into an agreement with him, the defacto complainant wanted to bypass him and directly negotiated with the original owner.

5. I went through the contents of the agreement between the defacto complainant and the first petitioner herein. I note that the first petitioner had not represented that he is the true owner of the property and it states that he is an agreement holder. The first petitioner does not appear to have committed any offence. Therefore, it is a fit case for grant of anticipatory bail.

6. Taking note of the facts and circumstances of the case, I am inclined to grant anticipatory bail to the petitioners with certain conditions. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance before the learned Judicial Magistrate No.I, Madurai, and on their executing a bond for a sum of Rs.10,000/- (Rupees Ten thousand only) each with two common sureties each for a like sum to the satisfaction of the learned Magistrate concerned and on further condition that the petitioners shall appear before the respondent police as and when required for interrogation. The petitioners shall comply with the conditions stipulated under Section 438 Cr.P.C scrupulously.

7. The petitioners 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.

sd/-
20/02/2020

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/ /2020
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.



1. THE JUDICIAL MAGISTRATE No.I, MADURAI.

2. -DO-THROUGH THE CHIEF JUDICIAL MAGISTRATE,
MADURAI DISTRICT.

3. THE INSPECTOR OF POLICE,
CITY CRIME BRANCH,
MADURAI CITY.

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

+1 CC to M/s.M.KASIMAYAN, Advocate (SR-3605[I] dated 20/02/2020)

ORDER

IN

CRL OP(MD) No.3016 of 2020

Date :20/02/2020

RMI

TE/PN/SAR-II : 26/02/2020 : 3P/6C