



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

Date : 02/09/2020

PRESENT

The Hon`ble Mr.Justice V.BHARATHIDASAN

CRL OP(MD) . No.8722 of 2020

1. Bagawathi
2. Dhivya

... Petitioners/Accused No.1 & 2

Vs

State rep.by,
The Inspector of Police,
District Crime Branch
Madurai District
In Crime No. 25 of 2020.

... Respondent/Complainant

For Petitioners: Mr.K.Pandiarajan,
Advocate.

For Respondent : Mr.K.Suyambulinga Bharathi,
Government Advocate (Crl.Side)

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

PRAYER :-

For Anticipatory Bail in Crime No. 25 of 2020 on the file of the respondent police

ORDER : The Court made the following order :-

The petitioners, who are arrayed as A1 and A2, apprehending arrest at the hands of the respondent police for the offence punishable under sections 120(b), 406, 420, 294(b) and 506(i) of IPC, in Crime No.25 of 2020 on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution is that A1 and A2 are the original owner of the property and they executed a power deed in favour of one Chandrarajan (deceased), who none other than husband and father of the A1 and A2. Earlier the defacto complainant said to have entered into a sale agreement with A1 and A2 and also paid a sum of Rs.30,00,000/-, as advance, to the said Chandrarajan and thereafter, he has spent nearly Rs.17,00,000/- to convert the property into plots. It is the further admitted case of the defacto complainant that, in respect of the advance and expenditure amount, the said Chandrarajan has assured him that he will execute 36 cents



in favour of the defacto complainant. Subsequently, the defacto complainant sold 70 cents to 3rd parties and paid Rs.42,20,000/- to the said Chandrarajan. Further the said Chandrarajan demanded full amount from the defacto complainant, but the defacto complainant has not able to pay the amount. Thereafter, A3 and the defacto complainant entered into an unregistered sale agreement, by which, the defacto complainant has agreed to sell the properties and to pay a sum of Rs.70,00,000/- along with interest in favour of A3 and A4. Even in the FIR it is stated that the defacto complainant only paid a sum of Rs.24,00,000/- to A3 and A4. He has yet to pay the remaining sum of Rs.46,00,000/-. Since he did not pay any that amount, A3 said to have executed the sale deeds in favour of the other accused. Hence, the present complaint.

3.The learned counsel appearing for the petitioners submitted that the petitioners are innocent persons and they have not committed any offence as alleged by the prosecution. He further submitted that the alleged offence is not made out against the petitioners. He further submitted that this Court already granted anticipatory bail to A3 to A7, in Crl.O.P.(MD).No.8557 of 2020, dated 20.08.2020. Hence, he prayed for grant of anticipatory bail to the petitioners.

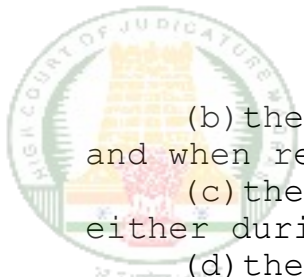
4.It is submitted by the learned Government Advocate (Crl.side) that the dispute between the parties in respect of non-payment sale consideration, and some of the accused were granted anticipatory bail.

5.On perusal of the FIR, it is seen that it is only a civil dispute between the parties. Admittedly, out of total amount of Rs.70,00,000/-, the defacto complainant paid Rs.24,00,000/- only to the first petitioner herein and remaining a sum of Rs.46,00,000/- is yet to be paid.

6.Considering the facts and circumstances of the case that it is only a civil dispute, but a criminal colour has been given by the de-facto complainant, and this Court already granted anticipatory bail to the other accused, I am inclined to grant anticipatory bail to the petitioners with certain conditions.

7.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.25,000/- (Rupees Twenty five thousand only) each with two sureties each for a like sum to the satisfaction of the learned Magistrate concerned and on further condition that,

(a)the petitioners 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



(b) the petitioners shall report before the respondent police as and when required for interrogation;

(c) the petitioners shall not tamper with evidence or witness either during investigation or trial;

(d) the petitioners 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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]; and

(f) if the accused/petitioners thereafter abscond, a fresh FIR can be registered under Section 229-A IPC.

sd/-

02/09/2020

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

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

TO

1. THE JUDICIAL MAGISTRATE NO.1, MADURAI

2. DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
MADURAI

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

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

ORDER IN

CRL OP(MD) No.8722 of 2020

Date : 02/09/2020

VSG

PK/PN/SAR-2/08.09.2020 : 3P/5C