



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

Date : 21/12/2020

PRESENT

The Hon`ble Mr.Justice G.K.ILANTHIRAIYAN

CRL OP(MD). Nos.9491, 9557 and 9580 of 2020

CRL OP(MD). No.9491 of 2020:

Samuel ... Petitioner/Accused No.1

Vs

State Rep.by
The Inspector of Police,
Central Crime Branch,
Tiruchirapalli District - 620001.
Crime No.07/2020. ... Respondent/Complainant

For Petitioner : Mr.AR.L.Sundaresan, Senior Counsel for
Mr.K.Sarathkumar, Advocate.
For Respondent : Mr.K.Suyambulinga Bharathi,
Government Advocate (Crl.Side)
For Intervenor : Mr.R.Shanmugasundaram, Senior Counsel for
Mr.Niranjan S.Kumar, Advocate

CRL OP(MD). No.9557 of 2020:

Paneerdoss ... Petitioner/Accused No.3

Vs

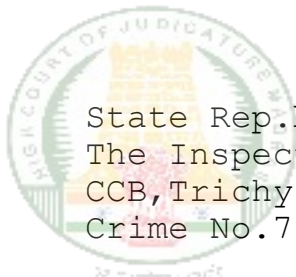
State Rep.by
The Inspector of Police,
CCB, Trichy.
Crime No.7/2020. ... Respondent/Complainant

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

CRL OP(MD). No.9580 of 2020:

Stephenson.S ... Petitioner/Accused No.4

Vs



State Rep.by
The Inspector of Police,
CCB,Trichy.
Crime No.7 of 2020

... Respondent/Complainant

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

COMMON PRAYER :-

For Anticipatory Bail in Crime No.07 of 2020 on the file of the Respondent Police.

COMMON ORDER : The Court made the following order :-

The petitioners, who are arrayed as A1, A3 and A4, apprehending arrest at the hands of the respondent police for the offences punishable under sections 406, 420 and 120-B of IPC, in Crime No.07 of 2020 on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution is that when the defacto complainant was introduced to the first accused as a Paster, Advent Christian Conference of India, Chennai. While the defacto complainant is looking for property to construct School, the first accused convinced him, he is one among an important preacher in the administration of Advent Christian Conference of India, Chennai. The subject property is for sale and the defacto complainant submitted that the defacto complainant would be benefited is he purchased the said property. He further submitted that A2 to A4 also are close aid of him and therefore, the sale would happen. The entire property at measuring 28 Grounds comprised in Survey No.7/2A, situated at Gandhi Road, Velacheri, Chennai. Believing the words of the accused persons and after negotiation, a sum of Rs.21 Crores was fixed as sale consideration for entire extend of the above said property. He further alleged that they informed that the defacto complainant for the said property already there was a agreement for sale with one Mr.Shanthilal and received a sum of Rupees two Crores as an advance. Therefore, to clear the said loan, they insisted the initial payment. Believing the said words, through Bank transaction, the defacto complainant paid a sum of Rupees 3.85 Crores, to the accused persons. Thereafter, the accused persons cheated the defacto complainant, without executing any sale in favour of the defacto complainant and cheated entire amount.

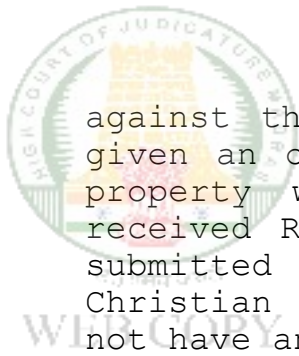
3. The learned counsel for the petitioner/ A1, in Crl.O.P.(MD) No.9491 of 2020, submitted that the defacto complainant did not approach the respondent with clean hands and he exaggerated the fact of a business transaction held between the petitioner along with others by adding criminal colours to it. In fact, the petitioner and others did not deny their liability and the defacto complainant



compelled them to sell the Church property in very lesser amount than the agreed amount. Hence, the petitioner himself had repaid a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) and the petitioner's side requested further time to repay the amounts received already from the defacto complainant. He further submitted that the petitioner is the co-ordinator of the Trust association of Advent which owns properties in Chennai. The petitioner and the defacto complainant along with one Sreenivasan have participated in a discussion about promoting the properties referred therein which belongs to Trust of Association of advent, before a property consultant by a minutes of meeting dated 07.11.2018. The decision was made regarding the investment to clear the encumbrances and processing expenses and the work pattern were fixed. Thereafter, the petitioner, defacto complainant and one Sreenivasan became partners and they have executed a partnership deed among themselves, dated 14.11.2018 in the name and style of SSS Promoters. The main business activity of the firm is to purchase, sale, trading and development of properties. The petitioner's profit share was fixed as 35% and defacto complainant's profit share was fixed as 45%. The minutes of meeting dated 25.11.2018, 26.11.2018 and 27.11.2018 were taken place wherein the rates of the property and further action towards the development of the properties were also fixed. AS per fixation, one ground of the Velachery property at Ghandhi Road is Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only). The defacto complainant also advanced some amount in this regard, but, he directly sent a proposal to the Bishop, dated 10.10.2019 showing his interest to purchase the said property to the tune of Rs.45,00,000/- (Rupees Forty Five Lakhs only) per Ground and the Bishop was not inclined and he informed the defacto complainant that his proposal to be discussed and finalised on the committee meeting. Having aggrieved the same, the defacto complainant has acted against the petitioner and others. In fact, he already misused the security cheques of the petitioner and deposited the same without any information and sent legal notice and the petitioner had also replied to them. He further submitted that he is ready to settle the issue amicably and the defacto complainant himself offered to purchase the Church property mentioning a particular rate and later point of time, he again sent a proposal letter in a very lesser amount than the amount already fixed. Therefore, the custodial interrogation of the petitioner do not require in this case and sought for anticipatory bail to the petitioner/A1.

4. The learned counsel for the petitioner /A3, in CrI.O.P.(MD) No.9557 of 2020, submitted that even according to the case of the defacto complainant, he paid directly a sum of Rs.15,00,000/- to the third accused. While pending the anticipatory bail petition, A3 also paid entire amount to the defacto complainant by way of Demand Draft.

5. The learned counsel for the petitioner /A4, in CrI.O.P.(MD) No.9560 of 2020, submitted that there is no specific allegation



against the petitioner herein and it appears that the Bishop had given an offer letter to the defacto complainant to lease out the property with respect to a property in Velachery and thereby received Rs.3.85 Crores from the defacto complainant. He further submitted that his name is referred as Treasurer of the Advent Christian Conference of India, Chennai and apart from that he does not have any role.

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

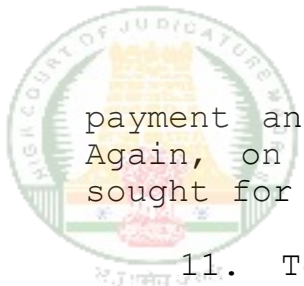
7. Admittedly, the defacto complainant intended to purchase the subject property for the total consideration of Rupees 21 Crores. In order to clear the earlier agreement holder for a sum of Rupees 2 Crores and other due, the defacto complainant paid totally a sum of Rupees 3.85 Crores through Bank transaction. Except a sum of Rs.35,00,000/- which was paid to the first accused. Thereafter, the accused persons failed to execute the sale deed in favour of the defacto complainant. They also did not return the amount, which was received from the defacto complainant.

- A1- Samuvel - Pastor (Advent Christian Conference of India, Chennai)
- A2- David - Bishop (Advent Christian Conference of India, Chennai)
- A3- Paneerdos - General Secretary (Advent Christian Conference of India, Chennai)
- A4- Stephenson - Treasurer (Advent Christian Conference of India, Chennai)

8. It is also seen that the second accused was arrested and remanded to judicial custody, thereafter, he was released on bail. In so far as the first accused is concerned, while pending anticipatory bail in order to amicable settlement he filed an affidavit with schedule of repayments. Accordingly, the first accused undertake to return the entire amount (Rupees Three Crores only) by way of seven instalments. Accordingly, the first accused paid a sum of Rs.30,00,000/- on or 31.10.2020. In respect of the second instalment is concerned, he ought to have paid the amount on or before 30.11.2020.

9. When the matter was listed on 27.11.2020, the learned counsel for the first accused, who is the petitioner is Crl.O.P.(MD) No.9491 of 2020, requested for extension of time to pay the second instalment and considering the said request, this Court extended time till 13.12.2020, to complete the second instalment and post the matter on 14.12.2020.

10. When the matter was listed on 14.12.2020, it was <https://hcselibrary.in/hcselibrary> the first accused was also about to make the



payment and on such request, the matter adjourned to 16.12.2020. Again, on 16.12.2020, the learned counsel for the first accused, sought for further time to comply the said condition.

11. Today (21.12.2020), when the matter was taken up for hearing, the learned counsel for the first accused argued on merit, stating that he did not comply with the condition of payment of second instalment as undertaken by him. This petition for anticipatory bail is pending from 05.09.2020. Only on the affidavit filed by the first accused, this petition has been repeatedly adjourned for several hearings. Therefore, the first accused is only to obtain interim anticipatory bail before this Court, he filed such an undertaking and payment schedule. Now, he is not ready to pay the second instalment and he is unable to make the payment. Therefore, considering the nature of allegations and gravity of offence committed by the first accused, this court is not inclined to grant anticipatory bail to the petitioner/A1 in Crl.O.P.(MD)No.9491 of 2020.

12. Accordingly, Crl.O.P.(MD)No.9491 of 2020 is dismissed.

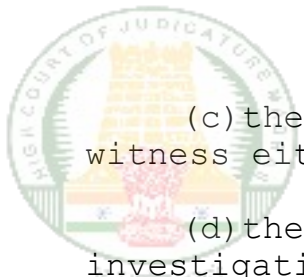
13. In so far as the third accused, who is the petitioner in Crl.O.P.(MD)No.9557 of 2020 is concerned, as undertaken given by A3, he paid a sum of Rs.15,00,000/- to the defacto complainant. In so far as the fourth accused, who is the petitioner in Crl.O.P.(MD) No.9580 of 2020. is concerned, he did not receive any amount.

14. Considering the facts and circumstances of the case, this Court inclined to grant anticipatory bail to the petitioners /A3 and A4 in Crl.O.P.(MD)Nos.9557 and 9580 of 2020 with certain conditions.

15. Accordingly, Crl.O.P.(MD)Nos.9557 and 9580 of 2020 are allowed and the petitioners / A3 and A4 are ordered to be released on bail in the event of arrest or their appearance, within a period of two weeks from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.II, Trichy, on condition that the petitioners / A3 & A4 shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties each, who are blood related persons, for a like sum to the satisfaction of the respondent Police or to the Police Officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further condition that:

(a) the petitioners / A3 & A4 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 petitioners / A3 & A4 shall report before the respondent police daily at 10.30 a.m for a period of two weeks and thereafter, as directed by the court for interrogation.



(c)the petitioners / A3 & A4 shall not tamper with evidence or witness either during investigation or trial;

(d)the petitioners / A3 & A4 shall not abscond either during investigation or trial;

WEB COPY (e)on breach of any of the aforesaid conditions, the learned Magistrate/ Trial Court is entitled to take appropriate action against the petitioners / A3 & A4 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]; and;

(f)if the accused/petitioners A3 & A4 thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

sd/-
21/12/2020

/ TRUE COPY /

/ /2020
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.II, TRICHY.
2. DO-THROUGH THE CHIEF JUDICIAL MAGISTRATE, TRICHY DISTRICT.
3. THE INSPECTOR OF POLICE, CENTRAL CRIME BRANCH, TIRUCHIRAPALLI DISTRICT - 620001.
4. THE ADDITIONAL PUBLIC PROSECUTOR, MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to Mr.NIRANJAN S.KUMAR, ADVOCATE, SR NO.8384
+2CC TO Mr.R.SREEDHAR, ADVOCATE, SR NO.8478 & 8479

ORDER IN
CRL OP(MD). Nos.9491, 9557
and 9580 of 2020
Date :21/12/2020

MS/SMA/SAR-3/29.12.2020/6P.8C