



IN THE HIGH COURT OF JUDICATURE AT MADRAS

( Criminal Jurisdiction )

Thursday, the Eighth day of July Two Thousand Twenty One

PRESENT

The Hon`ble Mr Justice M.DHANDAPANI

CRIMINAL ORIGINAL PETITION No.9805 of 2021

V.LAKSHMI

[ PETITIONER / ACCUSED ]

Vs

[ RESPONDENT ]

STATE REPRESENTED BY  
THE INSPECTOR OF POLICE,  
CENTRAL CRIME BRANCH,  
EDF-II, TEAM - IX-A,  
COMMISSIONERS OFFICE BUILDING,  
VEPERY, CHENNAI-600 007.  
CRIME NO.37 OF 2020.

For Petitioner : MR.JOHN SATHYAN, Advocate for  
M/S.S.SURESH Advocate

For Respondent : MR. C.IYYAPPARAJ, Additional Public Prosecutor

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

ORDER : The Court Made the following order :-

The petitioner who apprehend arrest at the hands of the respondent police for the alleged offence under Sections 465, 468, 471, 420, 109 read with 34 and 506(i) of IPC in Cr.No.37 of 2020 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the petitioner/ A2 and her husband/ A1 owned ground floor portion of the building in No.16/168, Rengarajapuram, Kodambakkam, Chennai and A3 and A4 owned first floor portion of the said building. The defacto complainant entered into an agreement of sale with A1 and A3 for the above said two portions for a sale consideration of Rs.3.15 Crores and the defacto complainant agreed to sell his farm house situated at Pattanur Village, Vanur Taluk, Dindivanam District. As per the agreement the defacto complainant executed sale deed in favour of A1 and after receipt of the payment A1 and A3 failed and neglected to execute the sale deed for Kodambakkam property in favour of the defacto complainant, however, after execution of the sale deed by the defacto complainant, A1 and A2 colluded and created forged memorandum of understanding and mortgaged the Pattanur property and obtained loan of a sum of Rs.1 Crore. Hence, the defacto complainant lodged the



3.Mr.John Sathyan, learned counsel appearing for the petitioner submitted that there was reciprocal agreement inbetween petitioner, other accused and defacto complainant. He further submitted that the defacto complainant paid a sum of Rs.1.15 Crore in favour of the accused, however, there is no proof filed before this Court in respect of the property for which the defacto complainant executed the sale deed. He further submitted that the petitioner obtained loan inorder to clear the dues in respect of the property in her name at Pallikaranai. However, the defacto complainant has made false claim before the law enforcing agency and further submitted that the issue involved is purely civil dispute which has to be decided only before the competent civil Court and not before the respondent police by way of criminal prosecution.

4.The learned counsel appearing for the defacto complainant submitted that the defacto complainant approached A4 based on the advertisement given by him in the newspapers to purchase the ground and first floor house properties situated at Kodambakkam. After negotiations, the defacto complainant entered into an Agreement of sale for the ground and first floor with A1 and A3 for a sum of Rs.3.15 Crores and A1 and A3 jointly agreed to take the property of the defacto complainant at Pattanur Village for a sum of Rs.2 Crore. As per the agreement, the defacto complainant executed sale deed in favour of A1 in respect of the Pattanur property and after receipt of the payment A1 and A3 failed and neglected to execute the sale deed for Kodambakkam property in favour of the defacto complainant, however, A1 and A2 colluded and created forged memorandum of understanding and mortgaged the Pattanur property and obtained loan of a sum of Rs.1 Crore.

5.Heard the submissions made by the learned Government Advocate (Crl. Side).

6.This Court perused the entire records placed before this Court. It appears that earlier, this Court has granted interim anticipatory bail to the petitioner and thereafter for non-compliance of the order, the said anticipatory bail petition has been dismissed. Thereafter, there has been no change in circumstances. Hence, I am not inclined to grant anticipatory bail to the petitioner.

7.Accordingly, this criminal original petition is dismissed.

-sd/-  
08/07/2021

This order, on being produced, be punctually observed and carried into execution by all concerned

TRUE COPY



TO

1 THE INSPECTOR OF POLICE,  
CENTRAL CRIME BRANCH,  
EDF-II, TEAM - IX-A,  
COMMISSIONERS OFFICE BUILDING,  
VEPERY, CHENNAI-600 007.

2 THE PUBLIC PROSECUTOR  
HIGH COURT, MADRAS.

+1 CC to M/S.S.SURESH Advocate on payment of necessary charges  
SR.NO.7186

CRL OP.9805/2021

Date :08/07/2021

TA-27/07/2021