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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Criminal Jurisdiction)

Thursday, the Twenty Sixth day of August Two Thousand Twenty One

PRESENT

The Hon`ble Mr Justice M.DHANDAPANI

CRIMINAL ORIGINAL PETITION Nos.14217 & 14174 of 2021

MURUGESAN [PETITIONER / ACCUSED IN CRL.O.P.No.14217]

VISHWANATHAN [PETITIONER / ACCUSED IN CRL.O.P.No.14174]

Vs

STATE REP BY [IN BOTH THE PETITIONS]
THE INSPECTOR OF POLICE,
CCB, SALEM CITY POLICE STATION,
SALEM DISTRICT.
CRIME NO.3 OF 2021

For Petitioner : M/S S.DHAYALESWARAN Advocate
[IN BOTH THE PETITIONS]

For Respondent : MR. C.E.PRATAP, Govt. Advocate (Crl. Side)
[IN BOTH THE PETITIONS]

PETITION FOR ANTICIPATORY BAIL 438 Cr.P.C.

ORDER : The Court Made the following order :-

The petitioners, who apprehend arrest for the alleged offence punishable under Sections 294(b), 420, 465, 468, 506(i) and 120-B of IPC in Crime No.3 of 2021 on the file of the respondent police, seek anticipatory bail.

2. The case of the prosecution is that the defacto complainant is an retired Assistant Director, Horticulture Department. A1 is known person to the defacto complainant. In the year 2018, A1, insisted the defacto complainant to purchase the land in in

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S.No.532/3 to an extent of 6.89 acres of Attur Village, Melakarur, Karur District and then A1 introduced A3, who is an Advocate in Karur and both A1 and A3 showed the said land to the defacto complainant and explained about the ownership of the property. Further, A1 and A3 told that the said property belongs to one Nalliyammal and Angaiyarkanni and they entered into an agreement of sale with Viswanathan/Petitioner /A5 herein, since the said Nalliyammal and Angaiyarkanni have not completed their promise, A5 filed Civil Suit for Specific Performance vide OS.No.100/2011 before the Karur Court and obtained Judgment dated 01.08.2012. Therefore, A5 sold the property to an extent of 50 cents each to A-6 and one Murugesan/Petitioner/A7 herein. Believing his words of A1 and A3, on 02.11.2018, the defacto complainant entered into an agreement of sale with A4, A5/petitioner herein, A6 and A7/petitioner herein, who are alleged to owners of the property, to purchase the said property for Rs.6,40,00,000/- and on several dates, the above said persons have totally received a sum of Rs.50,00,000/- from the defacto complainant. Further, A3 has received a sum of Rs.30,00,000/- from the defacto complainant as commission. Therefore, A5 to A7 impersonated themselves as landowners of the land belonging to the defacto complainant and obtained Rs.50,00,000/- along with A4 from the defacto complainant. While so, the defacto complainant came to know that the accused persons cheated the complainant and when the complainant questioned the same and also demanded to repay the money , they abused him with filthy language and threatened him. Hence, the complaint.

3. Mr.S.Dhayaleswaran, learned counsel for the petitioners submits that initially A5 entered into the sale agreement with the original owner Nalliyammal and Angaiyarkanni and the said agreement was not performed by them. Thereafter, A5 filed Civil Suit for Specific Performance in OS.No.100/2011 before the Sub Court, Karur and the said suit was decreed on 01.08.2012. Therefore, A5 sold the portion of the property to an extent of 50 cents each to A-6 and A7. After that, all the three were entered into agreement with the defacto complainant. He further submits that the co-accused was granted anticipatory bail by the Vacation Sessions Court, Salem in CMP.No.1661/2021 dated 27.05.2021 and the co-accused A1, A2 and A4 were granted bail by the lower court in CMP.Nos.1206 and 1207 dated 12.09.2021 and 28.05.2021 respectively. He further submits that the petitioners are innocent persons and this case is foisted against them. Hence, he prays for grant of anticipatory bail to the petitioners.

4. The learned Government Advocate (Crl.Side) submits that the petitioners along with other accused have collected a sum of Rs.80,00,000/- from the defacto complainant and entered into an agreement of sale for the negotiated property, however, they neither executed the sale deed nor re-paid the aforesaid amount. Thus vehemently opposed for grant of anticipatory bail to the petitioners.

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5. Heard both sides and perused the materials available on record Primafacie it appears that there was a civil dispute between the defacto complainant and the petitioners and and also considering the facts and circumstances of the case and taking note of the fact that the dispute is civil in nature, this court is inclined to grant anticipatory bail to these petitioners.

6.Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate, Karur on condition that each of the petitioners shall execute a separate bonds for a sum of Rs.10,000/- (Rupees Ten thousand Only) each, 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 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 Court concerned may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;

(b) the petitioners shall report before the respondent police daily at 10.30 a.m for a period of two weeks and thereafter 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 thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

-sd/-
26/08/2021

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

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Sub-Assistant Registrar (Statistics/C.S.)
High Court, Madras - 600 104.

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TO

1 THE JUDICIAL MAGISTRATE,
KARUR.

2 THE CHIEF JUDICIAL MAGISTRATE
KARUR.[FOR INFORMATION]

3 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

4 THE INSPECTOR OF POLICE,
CCB, SALEM CITY POLICE STATION,
SALEM DISTRICT

+4 CC to M/S S.DHAYALESWARAN Advocate on payment of necessary charges SR.NO. 9244 & 9245

CRL OP.14217 & 14174/2021

Date :26/08/2021

RW 21/09/2021

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