



IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Criminal Jurisdiction)

Tuesday, the Thirty First day of August Two Thousand Twenty One

WEB COPY

PRESENT

The Hon`ble Mr Justice M.DHANDAPANI

CRIMINAL ORIGINAL PETITION No.15063 of 2021

RAMESH WASAN

[PETITIONER / ACCUSED]

Vs

STATE OF TAMIL NADU, REP.BY
THE INSPECTOR OF POLICE,
DISTRICT CRIME BRANCH,
THIRUVALLUR DISTRICT.
CRIME NO.32 OF 2019

[RESPONDENT]

For Petitioner : M/S. D.SAIKUMARRAN Advocate

For Respondent : Mr.C.E.Pratap Government Advocate (Crl. Side)

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

ORDER : The Court Made the following order :-

The petitioner who apprehends arrest at the hands of the respondent police for the alleged offence under Sections 420, 465, 467, 468 & 471 of IPC in Crime No.32 of 2019 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the defacto complainant and the petitioner are doing real estate business separately. The defacto complainant has obtained power of attorney from one R.Leela during the year 2016. Thereafter, he executed a sale deed in Survey No.335/4B (1.38 cents) in favour of the petitioner and his partner viz., Aravindh Bhakrisha on the file of SRO, Redhills vide Document No.221 of 2017. The market value of the land is Rs.2 Crores. However, the purchaser has remitted a sum of Rs.82,80,000/- to the defacto complainant at the time of registration. Thereafter, the petitioner has given Rs.7,20,000/- to the defacto complainant. The petitioner and his partner agreed to pay the balance amount of Rs.1,10,00,000/- to the defacto complainant after selling the land. Again, the defacto complainant obtained power of attorney with respect to 4.42 acre from the said Leela and Suseela on 10.07.2017. Based on the said power, the defacto complainant sold the property to the said Aravindh Bhakrisha, who is the partner of the petitioner, vide document No.1877 of 2017 at SRO, Redhills. The market value of the property is



Rs.5,42,00,000/- The purchaser has remitted a sum of Rs.37,62,720/- to the defacto complainant at the time of registration. Thereafter, the said purchaser has given Rs.63,00,000/- to the defacto complainant. The balance amount payable by the purchaser is Rs.4,42,0,000/- Thereafter, the petitioner and the defacto complainant have entered into an agreement dated 30.08.2017 that the petitioner has to remit the balance amount of Rs.5,52,00,000/- to the defacto complainant. Thereafter, the petitioner and his partner sold the said properties to the several person. But they did not pay any amount to the defacto complainant. Based on the complaint, the respondent police registered a case against the petitioner and other accused person.

3.The learned counsel appearing for the petitioner submits that it is purely real estate dispute between the parties. The petitioner has already filed a suit in OS. No. 338 of 2019 on the file of the learned District Munsif Court, Gummidipoondi for permanent injunction against the defacto complainant and original owner and the same is pending. Thereafter, the defacto complainant lodged a complaint and an FIR has been registered against the petitioner. After registering FIR, the petitioner and the defacto complainant entered into compromise on 15.11.2019 and The petitioner has nothing to do with the alleged offence as stated by the prosecution. Hence, the learned counsel prays to grant anticipatory bail to the petitioner.

4.The learned Government Advocate did not dispute the fact of the case.

5. It appears that there is a dispute with regard to the property between the petitioner and the defacto complainant. Considering the fact that the case appears to be civil in nature, this Court is inclined to grant anticipatory bail to the petitioner.

6.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned District Munsif-cum-Judicial Magistrate, Gummidipoondi, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand Only), 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 petitioner 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 petitioner shall report before the respondent police everyday at 10.30 AM until further orders;



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

(d) the petitioner 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 petitioner 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 thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

-sd/-

31/08/2021

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

TRUE COPY

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

TO

1 THE DISTRICT MUNSIF CUM
JUDICIAL MAGISTRATE, GUMMUDIPOONDI

2 THE CHIEF JUDICIAL MAGISTRATE
THIRUVALLUR (FOR INFORMATION)

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

4 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

CC to M/S. D.SAIKUMARRAN Advocate on payment of necessary charges sr.9462

CRL OP.15063/2021

Date : 31/08/2021

RVR 13/09/2021