



IN THE HIGH COURT OF JUDICATURE AT MADRAS

( Criminal Jurisdiction )

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

PRESENT

The Hon`ble Mr Justice M.DHANDAPANI

CRIMINAL ORIGINAL PETITION No.19406 of 2020

MANIMARAN

[ PETITIONER / ACCUSED ]

Vs

STATE REP BY,  
THE INSPECTOR OF POLICE,  
DISTRICT CRIME BRANCH,  
TIRUPPUR DISTRICT.  
(CRIME NO.3/2020)

[ RESPONDENT ]

For Petitioner : M/S.N.SHANMUGA THAYUMANAVAR, Advocate for  
M/S.C.SRIKUMAR Advocate

For Respondent : MR. C.E.PRATAP, Govt. Advocate ( Crl. Side)

For Intervener : M/S.P.M.DURAI SWAMY, Advocate

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

ORDER : The Court Made the following order :-

On 26.02.2021, this Court passed the following order:

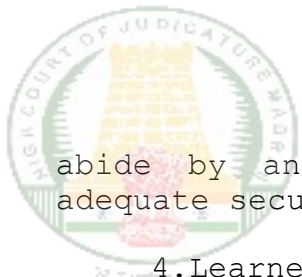
"The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Section 120(B) & 420 IPC, in Crime No.3 of 2020, on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution as per the defacto complainant viz. Subramaniam is that the petitioner along with other accused had advertised that they have obtained DTCP Approval in Survey No.18/2 of Kuppandampalayam Village and that they have developed a scheme in the name and style of "Makkal Promoters" and thereby induced the defacto complainant and other persons to invest in the scheme on the promise that they will allot plots to the purchasers and thereafter construct houses in the allotted plots and thereby they have collected Rs.1,17,00,000/- from 77 persons. The further allegation is that



the accused after receiving amount neither allotted the plots nor constructed the house as promised by them and cheated the defacto complainant and several other persons. Based on the complaint given by the defacto complainant, a case in Crime No.3 of 2020 has been registered by the respondent police against the petitioner and 9 others for offence under Sections 120(B) & 420 IPC.

3.Learned counsel appearing for the petitioner would submit that the petitioner is innocent and he has been falsely implicated in this case. He would submit that the petitioner is a business man and he is engaged in the business of real estate and construction of houses for the past several years. He had entered into agreements with owners of lands and applied for DTCP approval in Survey No.18/2, Kuppandampalayam Village, measuring to an extent of 7.42 acres and he has got provisional approval for 235 plots out of which 77 plots have already been sold and 158 plots are yet to be sold. He had entered into an agreement with 79 persons and as per the agreement the customers have to pay the amounts in instalments based on which the petitioner had agreed to execute the sale deed of the land and thereafter agreed to construct the house in the plots allotted to them. When the petitioner was taking effective steps to comply with the agreement, the business of the petitioner was affected due to COVID-19 pandemic situation, thereby, the petitioner was unable to comply with the terms of the agreement. Learned counsel would submit that the petitioner had earlier approached this Court seeking anticipatory bail in CrI.O.P.No.16307 of 2020, since the petitioner was unable to instruct his counsel properly and furnish materials, the earlier application for anticipatory bail in CrI.O.P.No.16307 of 2020 was dismissed on 14.10.2020. He would further submit that subsequent to the dismissal of the earlier application, apprehending arrest the petitioner was unable to sit in his office and continue with his business, meanwhile, he had genuinely approached 79 customers including the defacto complainant Mr.Subramaniam and entered into an MOU with them on 30.12.2020, whereby, they had agreed to cooperate with the petitioner and wait till the petitioner is able to complete the possession and hand it over to them. The petitioner has also agreed to complete the construction and hand over the house to the customers within a period of six months, failing which, as per the agreement the petitioner has agreed to refund the advance amount received by him. He would further submit that only if the anticipatory bail is granted to the petitioner, he would be able to abide by the terms of the Agreement as assured by him. He would further submit that the petitioner was called for enquiry and he has also appeared for enquiry before the respondent and that the respondents also conducted a search in the office of the petitioner and 16 documents in respect of properties worth about Rs.16 Lakhs have been seized by the petitioner. Learned counsel would further submit that the petitioner undertakes that he will not sell the properties which he had agreed to allot to the customers to any third party. He would submit that the petitioner is prepared to



abide by any stringent conditions and also prepared to furnish adequate securities for his release on bail.

4.Learned Government Advocate (Crl. Side) would vehemently oppose stating that the petitioner had promoted a scheme called "Makkal Promoters" to sell plots and construct houses in the plots allotted to the customers and thereby he had collected a sum of Rs.1,17,00,000/- from 77 persons and cheated them. Since he has not duly complied with the terms of the MOU, the customers have given a complaint and based on which, a case came to be registered against the petitioner and nine others.

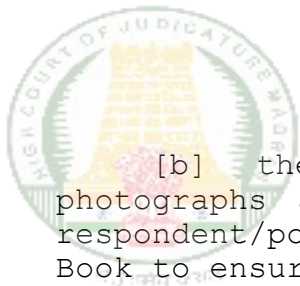
5.At this juncture, learned counsel for the petitioner would submit that 59 customers have entered into the MOU with the petitioner, whereby, the petitioner agreed to complete the construction within a period of six months or else agreed to refund the advance amount received from the unwilling customers. He would submit that the respondent have seized 16 property documents from the petitioner. Though the guideline value of the above said property documents is stated to be Rs.3,22,100/- the market value of the 16 properties is worth Rs.16 Lakhs. He would further submit that he has no objection in those documents being retained by the Court till the project of the petitioner is completed.

6.Learned counsel for the Intervener would submit that the petitioner and 59 customers including the defacto complainant have entered into an MOU with the petitioner, whereby, the petitioner has agreed to construct the houses in the allotted plots and handover the possession within a period of six months or else had agreed to refund the advance amount received from the customers. He would further submit that till such time the defacto complainant and 59 customers have no objection in granting interim bail to the petitioner.

7.Heard the counsels. Perused the F.I.R., MOU and other materials placed on record.

8.Taking into consideration the fact and the submissions of the learned counsel, this Court is inclined to grant INTERIM ANTICIPATORY BAIL to the petitioner for a period of six months viz. till 26.08.2021 subject to the following conditions;

(a) the petitioner is directed to be released on INTERIM BAIL in the event of his arrest or on his appearance before the learned Judicial Magistrate No.1, Tirupur, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Ten thousand only) with two sureties each for the like sum to the satisfaction of the police officer who intends to arrest, failing which the petition for anticipatory bail shall stand dismissed automatically;



[b] the petitioner and the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the respondent/police may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

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[c] the documents pertaining to 16 properties which have been seized by the respondent shall be retained by the learned Judicial Magistrate.

[d] the petitioner shall report before the respondent police everyday at 10.30 a.m. for a period of three weeks and thereafter on every Saturday at 10.30 a.m. until further orders.

9. Post the matter on 26.08.2021 for reporting compliance.''

2. Today, the matter is listed under the caption '' for reporting compliance''.

3. When the matter is taken up for hearing, the learned Government Advocate (Crl side) submitted that on an earlier occasion, the petitioner has agreed to complete the construction and hand over the house to the customers within a period of six months, failing which, as per the agreement, the petitioner has agreed to refund the advance amount received by him. Till date, an undertaking given by the petitioner is not complied with and there is also no progress in the construction. Hence, the learned Government Advocate prays that interim bail granted by this Court may be vacated.

7. Considering the fact that the petitioner has not complied with the condition imposed on him till date, hence interim anticipatory bail granted by this Court is recalled. Accordingly, the same is dismissed.

-sd/-  
31/08/2021

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.



TO

1 THE JUDICIAL MAGISTRATE NO.I,  
TIRUPPUR.

2 THE CHIEF JUDICIAL MAGISTRATE  
TIRUPPUR [FOR INFORMATION].

3 THE PUBLIC PROSECUTOR  
HIGH COURT, MADRAS.

4 THE INSPECTOR OF POLICE,  
DISTRICT CRIME BRANCH,  
TIRUPPUR DISTRICT.

CC to M/S.C.SRIKUMAR Advocate on payment of necessary charges

CRL OP.19406/2020

Date :31/08/2021

RW 29/09/2021