



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

Reserved on	Pronounced on
25.06.2021	29.06.2021

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PRESENT

The Hon`ble Mr.Justice G.CHANDRASEKHARAN

CRL OP(MD) . No.2276 of 2021

1. P.Ravindran
2. Vidya Ravindran ... Petitioners/Accused 1 & 2

Vs

1. State Rep.by
The Inspector of Police,
District Crime Branch, Nagercoil,
Kanyakumari District.
2. State Rep.by
The Inspector of Police,
Anjugramam Police Staton,
Kanyakumari District.
Crime No.177/2017
Tranferred to DCB,
Nagercoil. ... Respondents/Complainants

S.Kumara Perumal ... Intervne Petitioner/
Defacto Complainants
IN CRL MP(MD)No.1422 of 2021
IN CRL OP(MD) . No.2276 of 2021

For Petitioners: Mr.S.Deenadhayalan,
Advocate.
For Respondent : Mr.M.Muthu Manikkam,
Government Advocate (Crl.Side)
For Intervenor : Mr.T.Arul, Advocate

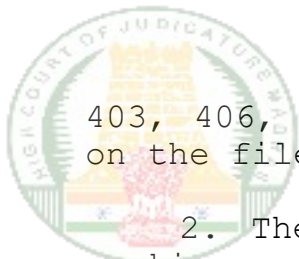
PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C

PRAYER :- For Anticipatory Bail in Crime No.177 of 2017 on the file
of the Respondent police.

ORDER : The Court made the following order :-

The petitioners/A.1 and A.2 who apprehend arrest at the hands
of the respondent police for the offences punishable under Sections

<https://hseervices.courts.gov.in/hseervices>



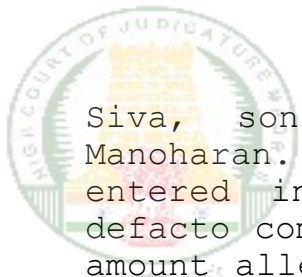
403, 406, 420, 506(i) I.P.C., r/w 34 I.P.C., in Cr.No.177 of 2017, on the file of the respondent police seek anticipatory bail.

2. The case of the prosecution is that the first accused is working as a Professor in Central University, Thiruvavur and the second accused is working as a Professor at Anna University, Chennai. The defacto complainant is an entrepreneur. The accused/petitioners have lands in Marungoor Village, Agastheeswaram Taluk in Survey Nos.814/8, 10, 11, 838, 842/5, 845/1, 3, 848/2, 3, 4, 7, 10, 11, 849/1, 878/1, 4, 880/1, 7, 9, 882/2, 4, 883/3, 5, 6, 885/4, 8, 9, 886/2, 3, 6, 887/1, 4, 889/3 to extent of 15.644 hectares. The petitioners approached the defacto complainant for selling these lands. They demanded a sum of Rs.2,50,00,000/- (Rupees Two Crores and fifty lakhs only) and that was accepted by the defacto complainant. The petitioners had also accepted to receive the sale consideration in ten installments. When the defacto complainant demanded the execution of sale agreement, the petitioners avoided the execution of sale agreement saying that they are Government servants and they had to pay huge sum as tax and therefore, they did not want to execute a written sale agreement. They furnished their joint account for depositing the money. As per the oral sale agreement entered into between the defacto complainant and the petitioners, the defacto complainant made the following deposits in bank account of the petitioners. The details are as follows:

- (i) on 07.03.2016, deposited Rs.20,00,000/-
- (ii) on 08.03.2016, deposited Rs.20,00,000/-
- (iii) on 05.05.2016, deposited Rs.30,00,000/-
- (iv) on 11.04.2016, deposited Rs.30,00,000/-
- (v) on 05.05.2016, deposited Rs.7,00,000/-
- (vi) on 06.05.2016, deposited Rs.8,00,000/-
- (vii) on 08.07.2016, deposited Rs.20,00,000/-
- (viii) on 11.07.2016, deposited Rs.10,00,000/-

He also paid a sum of Rs.50,00,000/- on 22.07.2016 and Rs.10,00,000/- on 05.08.2016 in cash. In total, the defacto complainant had paid a sum of Rs.2,05,00,000/- towards sale consideration. Only a sum of Rs.45,00,000/- remains to be paid. When the defacto complainant demanded the execution of sale deed after receiving the balance consideration, the petitioners evaded to execute the sale deed and in fact, it is now known that the petitioners entered into an agreement with L&T on 25.02.2017 for removing the sand in these lands at a price of Rs.3,60,00,000/-. Therefore, this case came to be registered.

3. The learned Counsel for the petitioners submitted that the petitioners are innocents and they have been falsely implicated in this case. There is no sale agreement, much less oral sale agreement entered into between the defacto complainant and the petitioners, as alleged in the First Information Report. In fact, the petitioners had entered into an agreement for quarrying with one

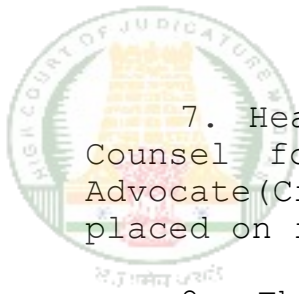


Siva, son of the defacto complainant and his father-in-law Manoharan. In this regard, an agreement dated 23.05.2011 had been entered into. Violating the agreement, dated 23.05.2011, the defacto complainant and their men removed excess sand. Whatever the amount alleged to have been paid by the defacto complainant to the petitioners related only to quarrying the sand in the lands of the petitioners. When the defacto complainant, his father-in-law and his son had excessively removed the sand from the petitioners' land, a complaint was given against them. As a counter blast to that complaint, this case is given falsely against the petitioners.

4. The learned Counsel for the petitioners, filed a typed set of papers in support of his case, including a copy of the complaint dated 04.05.2017, preferred by the first petitioner against the son of the defacto complainant, a copy of communication by the Deputy Superintendent of Police to Revenue Divisional Officer, Nagercoil Division, dated 09.05.2017, a copy of the representation by the first petitioner to the Superintendent of Police, dated 20.11.2017, a copy of the letter dated 21.11.2017 given by L&T Construction, a copy of the representation dated 24.03.2018 to the District Collector, Kanyakumrai by the first petitioner and a copy of the sale agreement, dated 23.05.2011 entered into between the first petitioner and the defacto complainant.

5. In response, the learned Counsel for the defacto complainant submitted that the quarrying agreement, dated 23.05.2011 is nothing to do with the oral sale agreement between the defacto complainant and the petitioners. In fact, the petitioners themselves admitted receiving the money through their bank account. They had also filed a quash petition alleging that the amount deposited by the defacto complainant related only to quarrying the sand and not with reference to the alleged oral sale agreement. That contention was not accepted by this Court and the quash petition in Crl.O.P.(MD) No.10300 of 2017 came to be dismissed. The quarrying was done during the year 2011, but the oral sale agreement had been entered in the year 2016 and the amounts had been deposited in the year 2016. There is no iota of any link with the earlier lease agreement between Manoharan and the petitioners and the present oral sale agreement entered into between the defacto complainant and the petitioners. Petitioners have defrauded the defacto complainant to the tune of Rs.2,05,00,000/-. Therefore, he seeks dismissal of the petition.

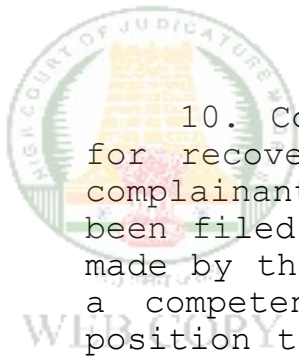
6. The learned Government Advocate(Crl.Side) appearing for the State opposes this petition on the ground that the petitioners are not co-operating with the investigation and therefore, the amounts could not be realized. However, a final report has been filed in this case and the same was taken on file as C.C.No.205 of 2019 and the same is pending.



7. Heard the learned Counsel for the petitioners, the learned Counsel for the defacto complainant and the learned Government Advocate(Crl.Side) appearing for the State and perused the materials placed on record.

8. There is a claim and counter claim with regard to the alleged oral sale agreement said to have been entered into between the defacto complainant and the petitioners in the year 2016. One point raised by the learned Counsel for the petitioners is that nobody would pay to the tune of Rs.2,05,00,000/- as sale price without there being a written sale agreement. There appears some force in this point raised by the learned Counsel for the petitioners. It is the further submission of the learned Counsel for the petitioners that whatever the amounts had been deposited by the defacto complainant in the accounts of the petitioners related only to the quarrying done by Manoharan, who is the father-in-law of the defacto complainant and the son of the defacto complainant - Siva. The reading of the agreement dated 23.05.2011 shows that it was more like a sale agreement, in which both the first accused and Manoharan entered into an agreement for selling each other's property and also for quarrying the lands of the first accused. The sale consideration is not cash, but quarrying of sand. This agreement was entered for the period of five years. Therefore, even as per this agreement, whether it be for sale or for quarrying, it came to an end in the year 2016. One of the conditions of the sale agreement is that Manoharan agreed to sell one acre of land to Ravindaran at the end of every year of agreement period. It is not known as to whether the said sale had taken place. Both parties have not produced any documents in support of this particular term. Perusal of the First Information Report shows that the defacto complainant had atleast paid Rs.1,35,00,000/- to the bank account of the petitioners through RTGS. It is alleged a sum of Rs.50,00,000/-, on 22.07.2016 and a sum of Rs.10,00,000/- on 05.08.2016 have been paid to the petitioners. In support of the above, there is no supporting material, like receipt, produced.

9. As pointed out by the learned Counsel for the intervenor, the petitioners had filed Crl.O.P.(MD)No.10030 of 2017 admitting that a sum of Rs.1,45,00,000/- was received from the defacto complainant. The contention of the petitioners is that this amount was paid for quarrying by Manoharan. This contention was not accepted by the Court and the quash petition came to be dismissed. The sale agreement/lease agreement with regard to quarrying came to end in the year 2016. As already pointed out, a sum of Rs.1,35,00,000/- was paid to the petitioners through banking transaction. The defacto complainant had filed a suit for recovery of money in O.S.No.205 of 2019 and the written statement was also filed by the petitioners in this case. The rival contention with regard to existence or non-existence of sale agreement; enforceable or non-enforceable can only be decided in the trial before the trial



10. Considering the fact that already a civil suit was filed for recovery of money alleged to have been paid by the defacto complainant to the petitioners, the fact that the final report has been filed in this case and considering the claim and counter claim made by the parties, this Court is of the considered view that only a competent Court in civil Court/criminal Court will be in a position to decide the rival claim of the parties, on the basis of the oral and documentary evidence to be produced. This case usually rests on documentary evidence. Therefore, the custodial interrogation of the petitioners, in the considered opinion of this Court, is not necessary. Accordingly, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions to safeguard the interest of both parties.

11. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or their appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.I, Nagercoil, Kanyakumari District, on condition that the petitioners shall execute a bond 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 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 shall deposit a sum of Rs.70,00,000/- (Rupees Seventy Lakhs only) in Court deposit to the credit of Cr.No.177 of 2017 without prejudice to their defence and only on such deposit the learned Magistrate shall accept the sureties. On such deposit being made, the learned Magistrate is directed to the deposit the same in any one of the Nationalized Banks within his jurisdiction in an interest bearing fixed deposit scheme. The learned Judge, at the conclusion of the trial, is directed to pass appropriate orders with regard to the disbursement of this amount either directing payment to the defacto complainant or to the accused on the basis of merits of the case;

(b) the petitioners 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;

(c) the first petitioner shall report before the respondent police daily at 10.30 a.m., until further orders and the second petitioner shall report before the respondent police as and when required for interrogation;

(d) the petitioners shall not tamper with evidence or witness either during investigation or trial;



(e) the petitioners shall not abscond either during investigation or trial;

(f) 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;

(g) if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

sd/-

29/06/2021

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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.I, NAGERCOIL,
KANYAKUMARI DISTRICT.
2. DO-THROUGH THE CHIEF JUDICIAL MAGISTRATE,
KANYAKUMARI DISTRICT AT NAGERCOIL.
3. THE INSPECTOR OF POLICE,
DISTRICT CRIME BRANCH, NAGERCOIL,
KANYAKUMARI DISTRICT.
4. THE INSPECTOR OF POLICE,
ANJUGRAMAM POLICE STATION,
KANYAKUMARI DISTRICT.
5. THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

- +1 CC to M/s.T.ARUL, Advocate (SR-4227[I] dated 29/06/2021)
+1 CC to M/s.T.ARUL, Advocate (SR-4247[I] dated 30/06/2021)
+1 CC to M/s.S.DEENADHAYALAN, Advocate (SR-4250[I] dated 30/06/2021)

ORDER IN

CRL OP(MD) No.2276 of 2021

Date : 29/06/2021

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MS/PN/SAR-1/01.07.2021/6P.9C

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