



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.02.2022

CORAM

THE HONOURABLE MRS. JUSTICE T.V.THAMILSELVI

CRL.O.P.No.2078 of 2022

L.Marimuthu

... Petitioner

Versus

The State represented by
The Inspector of Police,
CCB Team - XVI, Chennai.
(Crime No.159 of 2021)

... Respondent

Prayer:- Criminal Original Petition filed under Section 439 of the Code of Criminal Procedure, to enlarge the petitioner on bail in Crime No.159 of 2021 on the file of respondent police.

For Petitioner : Mr.N.Baaskaran

For Respondent : Mr.N.S.Suganthan,
Government Advocate (Crl. Side)

For Intervenor : Mr.G.Palani

O R D E R

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences under Sections 419, 465, 467, 468, 471 r/w 120B, 109 of IPC in Crime No.159 of 2021, seeks bail.

2. The case of the prosecution is that an unknown person had fabricated a Settlement Deed in favour of 2nd and 3rd accused portraying the 2nd and 3rd accused as the son and daughter of the defacto complainant and using the settlement deed the 2nd and 3rd accused has arranged a loan for the petitioner. The 7th Accused had executed a Power of Attorney in favour of 8th Accused and the 8th Accused had sold the land to three persons. The purchasers of the property have been arrayed as 12th to 14th accused. The 13th to 14th accused availed bank loan and the 12th to 14th accused constructed building on the land. The defacto complainant has mentioned that the land in question admeasures 4810 sq.ft. wherein the land purchased by 12th to 14th accused admeasures to an extent of Acre 0.10.5 cents or 4620 sq.ft thereby measurements of both the lands are different from each other and the land in question is totally different from the land purchased by the 12th to 14th accused. The linear measurements of both the lands are different from each other and the land in



question is totally different from the land purchased by the 12th to 14th accused. The petitioner have entered into a Memorandum of Understanding with the defacto complainant and has transferred a sum of Rs.10,00,000/- to the defacto complainant. The petitioner disputing his signature in the Memorandum of Understanding. No such Memorandum of Understanding was signed by the petitioner. The 12th to 14th Accused who had given money for the construction of the houses, the petitioner have issued a cheque vide cheque no.00101 dated 30.11.2019, drawn on Lakshmi Vilas Bank, Kolathur Branch, Chennai for a sum of Rs.10,00,000/- in favour of the defacto complainant and the same was dishonoured. On the request of the 12th to 14th accused the petitioner transferred a sum of Rs.10,00,000/- to the defacto complainant without any malafide intention. The mere transfer of amount cannot be misconstrued. At any event the petitioner was not involved in any offence much less than the offence alleged by the prosecution. Hence this case.

3. The learned counsel appearing for the petitioner submitted that the petitioner has not committed any offence as alleged by the prosecution and he has been falsely implicated in this case. He further submitted that due to incarceration he was not able to settle the issues and he prays same time to settle all issues between himself. Hence, he prays for grant of bail.

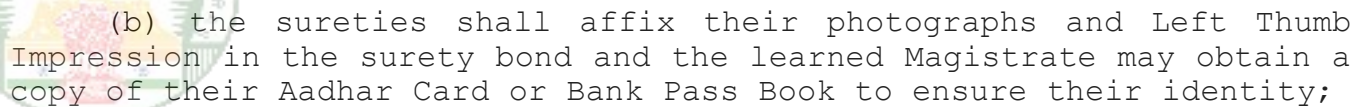
4. The learned Government Advocate (Crl. Side) appearing for the respondent submitted that an unknown person fabricated the document. However, he vehemently opposed to grant bail to the petitioner.

5. The learned counsel for the intervenor raised objection stating that the petitioner already entered into Memorandum of Understanding on 16.12.2019, in which he agreed to settle all the issues but he failed. The petitioner unable to arrange the marriage for her only one daughter as his only property also unlawfully encumbered by all the accused including this petitioner.

6. Considering the facts and circumstances of the case, this Court is inclined to grant bail to the petitioner with certain conditions.

7. Accordingly, the Petitioner is ordered to be released on bail on executing his own bond for a sum of Rs.10,000/- (Rupees Ten thousand only), before the Superintendent of the concerned prison, in which the Petitioner has been confined and thereafter on his release;

(a) the petitioner shall execute two sureties for a sum of Rs.10,000/- (Rupees Ten Thousand only) each, before the learned Special Metropolitan Magistrate, Land Grabbing Court No.II (FAC), Egmore at Allikulam, Chennai, within 15 days from the date of lifting of the lock down and the commencement of the Court's normal functioning, failing which the bail granted by this Court shall stand dismissed automatically;



(d) the petitioner is directed to report before the respondent police on every Wednesday at 10.30 a.m., until further orders;

(f) the petitioner shall not abscond either during investigation or trial;

(h) on breach of any of the aforesaid conditions, the learned Judicial 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];

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

02/02/2022

TRUE COPY

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



TO

1 THE SPECIAL METROPOLITAN
MAGISTRATE, LAND GRABBING COURT NO.II, (FAC),
EGMORE, AT ALLIKULAM, CHENNAI

2 THE CHIEF METROPOLITAN
MAGISTRATE, EGMORE, CHENNAI (FOR INFORMATION)

3 INSPECTOR OF POLICE,
CCB TEAM XVI, CHENNAI.

4 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

5 THE SUPERINTENDENT,
CENTRAL PRISON, PUZHAL,
CHENNAI

+2 CC to M/S.N.BAASKARAN Advocate on payment of necessary
charges Sr.1666

CC to M/S.G.Palani Advocate on payment of necessary charges Sr.1704

CRL OP.2078/2022

Date :02/02/2022

RVR 03/02/2022