



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Criminal Jurisdiction)

Wednesday, the Sixth day of April Two Thousand Twenty Two

PRESENT

The Hon`ble Dr Justice G. JAYACHANDRAN

CRIMINAL ORIGINAL PETITION No.6816 of 2022

AND CRL.M.P.NO.4266 of 2022

1 V.VIMALA BAI [PETITIONERS / ACCUSED]
2 M.YESWANTHRAJ
3 KAVITHA

Vs

THE STATE REP.BY [RESPONDENT]
SUB INSPECTOR OF POLICE
EDF-II, TEAM - XXXVII,
CENTRAL CRIME BRANCH,
VEPERY, CHENNAI 600007.
CRIME NO.44 OF 2022.

KISHORE BAFNA, [INTERVENER/DE-FACTO COMPLAINANT]
PROPRIETOR OF M/S.VEEPEE HOUSING & DEVELOPMENT INDIA,

[ORDERED AS PER ORDER OF THIS COURT DATED 06/04/2022 IN
CRL.MP.4266/2022 IN CRL.O.P.NO.6816/2022]

For Petitioner : M/S.L.UMMA KULSUM, Advocate

For Respondent : MR.S.SANTHOSH, Govt. Advocate (Crl. Side)

For Intervener : M/S.PRANAV JAIN P.Advocate

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

ORDER : The Court Made the following order :-

The petitioners, who apprehend arrest at the hands of the respondent police for the alleged offence punishable under Sections 406, 420 and 506(i) of IPC in Crime No.44 of 2022, on the file of the respondent police, seek anticipatory bail.



2. On the complaint given by one Kishore Bafna alleging that the petitioners have entered into a Joint Venture agreement and received Rs.1.5 crores for the construction expenses. They specifically agreed to take three flats and one shop, two flats and two shops to the defacto complainant. However, after completion of the construction, they are demanding further sum of Rs.1 crore and also A1 had settled the property in favour of A2. A1 is the wife of A2 and A3 is the daughter of A2.

3. The learned counsel for the petitioners would submit that the defacto complainant exploiting ignorance of the 1st petitioner had obtained signature without informing the content and promised to pay Rs.20,00,000/- as advance and also allotted three flats and one shop under the Joint Venture agreement, however has not paid the money neither handed over the flats and shop as agreed. Hence a civil suit has been instituted against these petitioners before the XXI Assistant City Civil Court, Chennai for declaration of the development agreement dated 10.05.2018 as null and void. Pending suit, a complaint has been given that the petitioners have cheated the defacto complainant, whereas the truth is otherwise.

3. The learned Government Advocate (crl.side) for the respondent filed a detailed counter, wherein, he has narrated the gist of the complaint and the non cooperation of the petitioners to enquiry inspite of issuing 41(a) summons.

4. The defacto complainant through his counsel intervene and object for granting anticipatory bail. When point out a question is posted to the defacto complainant to produce the documents for payment of Rs.1.5 crores to the petitioners herein, who are the owners, not produced, but said that Rs,1.5 crores was used for constructing the building as in terms of the Joint Venture agreement.

5. This Court finds that the alleged Joint Venture is non registered agreement and the money transaction alleged to have been made have disputed. In such circumstances, it is suffice to grant anticipatory bail to the petitioners with certain conditions.

5. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of seven days from the date of receipt of a copy of this order, before the **Learned V Metropolitan Magistrate, Egmore, Chennai** on condition that each of the petitioners shall execute a separate bonds for a sum of **Rs.50,000/- (Rupees Fifty 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) if the petitioners failed to surrender before the concerned Magistrate within a period of 7 days from the date of receipt of a copy of this order, this order shall stand automatically cancelled;

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(b) 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;

(c) **the petitioners shall report before the Investigating Officer daily at 10.30 a.m., for a period of 30 days from today and thereafter 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/-

06/04/2022

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

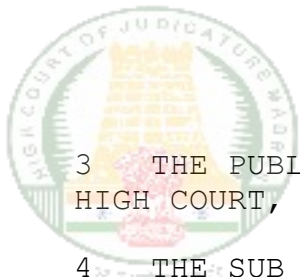
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Sub-Assistant Registrar (Statistics/C.S.)
High Court, Madras - 600 104.

TO

1 THE METROPOLITAN MAGISTRATE,
NO.V, EGMORE, CHENNAI.

2 THE CHIEF METROPOLITAN MAGISTRATE,
EGMORE, CHENNAI. [FOR INFORMATION]



3 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

4 THE SUB INSPECTOR OF POLICE
EDF-II, TEAM - XXXVII,
CENTRAL CRIME BRANCH,
VEPERY, CHENNAI 600007.

5 THE XXI ASSISTANT CITY
CIVIL COURT, CHENNAI.

+3 CC to M/S.ALOYSIUS RAJA PRAGASH M. Advocate on payment of
necessary charges SR.NO.5315

CRL OP.6816/2022
AND CRL.M.P.NO.4266 of 2022

Date :06/04/2022

TA-18/04/2022