



Crl.O.P.No.11322 of 2022

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G.K.ILANTHIRAIYAN, J.

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The petitioner who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Section 120 B, 406 and 420 of IPC, in Crime No.4 of 2022, seeks anticipatory bail.

2. The case of the prosecution is that the property was originally owned by A1 and A2. They mortgaged the said property with IDBI and availed loan. Thereafter, they committed default as such the entire loan account became Non Performing Asset. A1 and A2 approached the defacto complainant for redemption of the said property, on condition that they will sell the property in their favour. Believing the said word, the defacto complainant paid a sum of Rs.1,96,00,000/- to the bank and Rs.20,00,000/- as advance to A1 and A2 for redemption of the said property which were mortgaged by A1 and A2. Thereafter, instead of execution of Sale Deed in favour of the defacto complainant, the first accused settled the property in favour of A2 who is none other than the wife of A1. In turn, A2 executed an agreement of sale in favour of the petitioner herein, who is arrayed as A3.



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3. The learned counsel for the petitioner submitted that the petitioner is an innocent person and no way connected with the alleged offence. Hence, he prays to grant anticipatory bail to the petitioner.

4. The learned Additional Public Prosecutor submits that this is the second anticipatory bail moved before this Court. Hence, he vehemently opposed to grant anticipatory bail to the petitioner.

5. The learned counsel for the intervener would submit that only to encumbrance the property, the second accused registered an agreement for sale in favour of the petitioner herein who is arrayed as A3. Now, the defacto complainant paid a sum of Rs.1,96,00,000/- to the defacto complainant to A1 and A2. Therefore, this Court suggested the petitioner to cancel the agreement for sale executed in his favour by A2. However, the petitioner failed to come forward to cancel the Agreement of Sale executed in his favour. Further, it is seen that knowingly the petitioner entered into an Agreement of Sale with second accused.



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6. Taking into consideration the facts and circumstances of the case,
this Court is not inclined to grant anticipatory bail to the petitioner.

7. Accordingly, this Criminal Original Petition is dismissed.

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