



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Criminal Jurisdiction)

Friday, the Twenty Fourth day of June Two Thousand Twenty Two

PRESENT

The Hon`ble Dr Justice G. JAYACHANDRAN

CRIMINAL ORIGINAL PETITION No.13716 of 2022

and CRL.MP.NO.7919 of 2022

KANNIKA

[PETITIONER / ACCUSED]

Vs

STATE REP BY
INSPECTOR OF POLICE,
CCB POLICE STATION,
COIMBATORE CITY,
COIMBATORE
(CRIME NO.4/2022)

[RESPONDENT]

K.DEVASENAPATHY

[PETITIONER/INTERVENOR]

(ORDERED AS PER ORDER OF THIS COURT DATED 24.06.2022 MADE IN
CRL.MP.NO.7919/2022 IN CRL.O.P.No.13716/2022)

For Petitioner : M/S. K.S.KARTHIK RAJA Advocate

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

For Intervener : M/S.MANOKARAN, Advocate for
M/S.N.PONRAJ, Advocate

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

ORDER : The Court Made the following order :-

Heard, the learned counsel for the petitioner and the intervenor.

2. This is a second anticipatory bail petition filed by second accused who is none other than the wife of the first accused.



3. The sum and substance of the complaint is that the first accused after agreed to sell his property to the defacto complainant for a sum of Rs.1,96,00,000/- and took money from him to discharge the mortgaged loan with IDBI Bank where the property was mortgaged as security and after clearing the loan under One Time Settlement and redeem of the property had clandestinely created a settlement deed in favour of the present accused who is none other than his wife and thereafter, entered into the sale agreement with A3.

4. This Court on an earlier occasion, considered the documents collected in the course of investigation and dismissed the anticipatory bail petition.

5. The present petition is filed reviving the said prayer on the ground that the first accused already secured by the police and released on bail after 45 days. The third accused has given statement that the alleged sale agreement is only deed executed as a security for the loan, borrowed by A1 and A2 and it is not a sale agreement in true sense and therefore, the allegation in the complaint that the property after being settled in favour of A2, now sought to be sold to A3 and creating the sale agreement and causing encumbrance to the property.

6. Further, learned counsel for the petitioner would submit that sum and substance of the complaint even if it is to be true, it is only a matter to be decided in the civil Court and criminal complaint is not maintainable.

7. In normal course, this Court would have accepted the said submission since many times a sale transaction when get aborted, given a criminal colour. Whereas in this case, the settlement deed executed by A1 in favour of his wife A2 and the subsequent sale agreement by A2 in favour of A3. At the same time, the accused persons being communicating with the defaco complainant through whatsapp, making it to believe that they will be clearing all the impediments in getting the sale deed registered in their favour, only go to show that intention to deceive the defacto complainant right from inception. The true fact can be elicited only on securing the petitioner herein neither the arrest of her husband nor the statement of A3 that the alleged sale agreement was executed only as a security and not in true sense to purchase the property will not help the petitioner herein from keeping away from investigation and subjecting for interrogation.



8. Hence, the petition is dismissed.

WEB COPY

-sd/-
24/06/2022

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

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

TO

1 INSPECTOR OF POLICE,
CITY CRIME BRANCH POLICE STATION,
COIMBATORE CITY,
COIMBATORE.

2 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

CC to M/S. K.S.KARTHIK RAJA Advocate on payment of necessary
charges

CRL OP.13716/2022

and

CRL.MP.NO.7919 of 2022

Date :24/06/2022

RW-27/06/2022