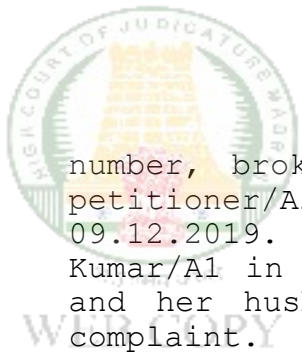




number, broke open his house and gave the same for lease to this petitioner/A2 for a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) on 09.12.2019. When the de facto complainant asked the same, Mr.Ramesh Kumar/A1 in the above crime number, along with the petitioner herein and her husband threatened him with dire consequences. Hence, the complaint.

3. The de facto complainant purchased the subject property Viz., the house site situated at No.29/30 F1, Varalakshmi nagar, 2nd Main Street, Maduravoyal from the mother of the A1 by registered sale deed dated 27.03.2019 in Doc.No.1956/2019. Thereafter, it was kept under lock and key, since the de facto complainant was having residence in another house. Utilizing the said circumstances, A1 broke open the lock and leased out the said property in favour of the A2. As far as the case of the A2 is concerned, she paid a sum of Rs.8,00,000/- to the A1 to get on lease, in respect of the subject property.

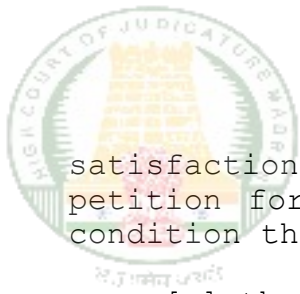
4. The learned counsel appearing for the de facto complainant/intervenor submitted that he lodged a complaint in the year 2021 immediately after broke open of the lock and A2 appeared before the concerned police station and assured that she will vacate the subject premises within a short period of time. However, A2 failed to vacate the premises and as such, the respondent Police registered the case.

5. However, the learned counsel appearing for the petitioner submitted that the petitioner is willing to vacate the subject premises within a reasonable time as imposed by this Court on condition that, the petitioner may be at liberty to take appropriate action against A1 to recover the money which was paid as lease amount. Further submitted that, the petitioner/A2 also lodged a complaint and it is pending.

6. It is also seen that, the de facto complainant purchased the property over a valid sale consideration concerned from the mother of the A1. Since, it is kept under lock and key, under the possession of de facto complainant, A1 broke up the key and handed over the possession to A2, on receipt of Rs.8,00,000/- as lease amount.

7. Considering the above submissions, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

8. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on her appearance, within a period of fifteen days from the date on which the order copy is made ready, before the V Metropolitan Magistrate Court, Egmore, Chennai, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two blood related 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, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner 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.

[b] the petitioner shall report before the respondent police daily at 10.30 a.m. for a period of five weeks and thereafter as and when required for interrogation.

[c] the petitioner shall vacate the premises and hand over the same to the de facto complainant/intervenor on or before 15.07.2022, failing which, the anticipatory bail granted herein to the petitioner shall stand automatically cancelled.

[d] the respondent Police is directed to proceed as against A1 in accordance with law, in pursuance of the First Information Report registered in Crime No.98 of 2022. If any complaint is pending on the file of the respondent, lodged by the petitioner, the respondent Police is directed to enquire the said complaint and proceed with the same in accordance with law as against A1.

[e] the petitioner/A2 is at liberty to take appropriate action as against the A1 to recover the money, which was paid by A2 as lease amount in the manner known to law.

[f] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[g] the petitioner shall not abscond either during investigation or trial.

[h] On breach of any of the aforesaid conditions, the learned 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.

WEB COPY

-sd/-

16/06/2022

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

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

3 THE INSPECTOR OF POLICE,
K10, KOYAMBEDU POLICE STATION,
KOYAMBEDU, CHENNAI.

4 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

+1 CC to M/S.R.T.L.CHANDAR Advocate on payment of necessary
charges SR.NO. 9279

+1 CC to M/S.K.PREM KUMAR Advocate on payment of necessary
charges SR.NO. 9273

CRL OP.12480/2022

Date :16/06/2022

RW-21/06/2022