



Crl.O.P.No. 14945 of 2022

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WEB CO **G.K.ILANTHIRAIYAN, J.**

The petitioners, who apprehend arrest at the hands of the respondent police for the alleged offences punishable under Section 420 of IPC in Crime No. 118 of 2022, seek anticipatory bail.

2. The case of the prosecution is that the petitioners had approached the defacto complainant with a proposal that they would mortgage their trust property to an extent of 38.17 acres, as they are in urgent need of money and it was insisted by the defacto complainant that the petitioners should give the land belonging to their friends and relatives also. Accordingly, the petitioners and the defacto complainant entered into a Memorandum of Understanding. As per the Memorandum of Understanding, the defacto complainant has transferred a sum of Rs.13.81 crores to the petitioners and the petitioners also purchased the land from the defacto complainant to the tune of 18,00,00,000/-. Even though the petitioners were ready and willing to exchange the property with the defacto complainant, the defacto complainant has lodged the police complaint against the petitioners and hence this petition.



3. The learned counsel for the petitioners would submit that though the defacto complainant handed over the twin house of property worth about 18,00,00,000/-, even today, they have not registered the sale deed in their favour. That apart, the petitioners executed the mortgage deed for the amount, which was paid by the defacto complainant. The petitioners, being the senior citizens, are the affected party by the defacto complainant. Therefore, the custodial interrogation is not required in this case and prayed for anticipatory bail to the petitioners.

4. The learned Senior Counsel appearing for the Intervenor/defacto complainant submitted that the petitioners approached the defacto complainant in the month of July 2018, stating that they were in urgent need of money to regularize a loan, which was borrowed by them from Indian Overseas Bank. Further, the petitioners stated that they are the absolute owners of the property to an extent of 29.21 acres of land in Mamandur Village and 58.96 acres of land in Sirupinaiyur Village of Madurantagam Taluk, Kancheepuram District totally 88.17 acres, and they assured that they would make arrangement for procurement of additional contiguous parcels of land to an extent of



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15.34 acres in Mamandur Village and 190.49 acres in Sirupinaiyur Village and price of the acre would be 75,80,000/- per acre. Believing the said words and promises of the petitioners, the defacto complainant paid a sum of Rs.10,00,00,000/- to them. Further the petitioners herein/A1 & A2 also agreed to purchase a house. On receipt of the same, the petitioners also executed a Memorandum of Understanding dated 03.07.2018 promising to sell the lands which belonged to them. In spite of all these, the petitioners did not make any arrangement to execute the sale deed in their favour.

5. While being so, the defacto complainant's sister Company M/s.Arun Excello Realty Pvt Ltd., in Estancia Township, Potheri Village, comprising an extent of 6100 sq.ft of built up area with 128 cents of land valued at Rs.18,00,00,000/- were handed over to the petitioners herein on 06.01.2019. Believing the promise made by the petitioners that they would have the sale deed executed in their favour for the said property by paying a sum of Rs.18,00,00,000/- to the defacto complainant immediately. Therefore, totally a sum of Rs.37,00,00,000/- due from the petitioners.



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6. On repeated request and demands made by the defacto complainant, the petitioners have executed a mortgage deed dated 07.07.2021 in respect of 13 acres and 41 cents of land in Mamandur Village and 13 acres and 38.5 cents in Sirupinaiyur Village both aggregating to 26 acres and 79.5 cents in favour of the defacto complainant. Even as per the Mortgage Deed they have to pay interest whereas the petitioners never paid any interest till today.

7. In view of the above facts and circumstances of the case, the petitioners have committed a very serious offence as against the defacto complainant and custodial interrogation is very much required in this cases, this Court is not inclined to grant anticipatory bail to the petitioners.

8. Accordingly, this Criminal Original Petition is dismissed.

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