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Crl.O.P.Nos.17820, 17745, 17819 & 17369 of 2022

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G.K.ILANTHIRAIYAN, J.

The petitioners, who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 of IPC, in Crime No.15 of 2022, seek anticipatory bail.

2. The case of the prosecution is that one, Dhanasekaran borrowed Rs.1.5 crores from the defacto complainant on promise that three flats will be registered in the name of the defacto complainant and also executed an agreement. Later, the defacto complainant came to know from the encumbrance certificate that the above flats were registered in the name of one, Ramesh. When the defacto complainant questioned the same, the said Ramesh agreed to repay the amount borrowed by the said Dhanasekaran. Thereafter, the defacto complainant lent Rs.1.79 crores to the said Ramesh for obtaining bank loan by the said Ramesh since he needed to pay Rs.2 crores as margin money to the bank, for which the said Ramesh had also shown original title deed of his



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property. Thereafter, the defacto complainant found that the said Ramesh already had executed power of attorney to one, Saravanakumar vide document No.1197 of 2019 wherein the said Dhanasekaran had signed as witness. Further, the defacto complainant came to know that the said Ramesh already borrowed Rs.1 crore from the said Saravanakumar, for which the power of attorney was executed in favour of the said Saravanakumar, who had retained the original title deed. When the defacto complainant demanded the said Ramesh to pay Rs.3.28 crores, the said Ramesh along with his two wives gave a written undertaking that they will repay the money within one month. Thereafter, the said Ramesh executed pre-agreement for sale through his power agent Saravanakumar for Rs.1 crore. The said Ramesh also stated that he will vacate the tenants from the said premises. On 11.03.2022, the said Ramesh executed an agreement stating that instead of repaying Rs.3.5 crores, he agreed to execute sale deed of six flats valuing Rs.2.10 crores in favour of the defacto complainant and balance amount of Rs.1.4 crores will be repaid on or before 30.06.2022.



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3. The learned counsel for the petitioners would submit that the petitioners are nowhere connected to the allegation made by the defacto complainant and the contents of the complaint are civil in nature. Therefore, he prays for grant of anticipatory bail to the petitioners.

4. The learned counsel for the intervenor submitted that there are serious allegations in the complaint lodged against the petitioners and the same have to be investigated. Hence, he vehemently opposed to grant anticipatory bail to the petitioners.

5. It is seen that this Court referred the matter for mediation, but no settlement was arrived at between the parties and as such, the matter has been listed before this Court. However, it is seen that the dispute between the parties is civil in nature. Therefore, custodial interrogation of the petitioners is not required in this case. Considering the same, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.



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6. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date on which the order copy made ready, before the learned Judicial Magistrate No.I, Poonamallee, Tiruvallur (petitioners in Crl.OP.Nos.17820, 17819 & 17745 of 2022; learned District Munsif cum Judicial Magistrate at Madhavaram (petitioner in Crl.OP.No.17369 of 2022) on condition that each of the petitioners shall execute a separate bond for a sum of Rs.10,000/- (Rupees Ten 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, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioners 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 in Crl.OP.Nos.17819 & 17369 / A1 & A2 alone shall report before the respondent police daily at 10.30 a.m. for a period of four weeks and thereafter as and when required for interrogation; the petitioner in Crl.OP.Nos.17820 & 17745 of 2022 shall report before the



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respondent police as and when required for interrogation.

[c] the petitioners shall not tamper with evidence or witness either during investigation or trial.

[d] the petitioners shall not abscond either during investigation or trial.

[e] 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]**.

[f] If the accused thereafter absconds, a fresh FIR can be registered under Section 229A IPC.

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