



Crl.O.P.No.18268 of 2022

Crl.O.P.No.18268 of 2022

WEB COPY

G.K.ILANTHIRAIYAN, J.

The petitioners who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 294(b), 406, 420 and 506(i) IPC in Crime No.269 of 2022, seek anticipatory bail.

2. The case of the prosecution is that the defacto complainant entered into a lease agreement with the petitioners herein, who are husband and wife, for letting out the ground floor portion of the residential house situated at No.8, Sakthi Nagar, 2nd Street, Choolaimedu, Chennai, and for that purpose the defacto complainant has given a sum of Rs.10 lakhs and during the year 2021 again the defacto complainant had given another sum of Rs.10 lakhs, for letting out the portion at the first floor. Thereafter, the petitioners neither returned the said lease amount till date nor let out the 1st floor portion for residential purpose and further when the defacto complainant approached the petitioners for return of the said amount, she was threatened with dire consequences. Hence, the complaint.



Crl.O.P.No.18268 of 2022

WEB COPY

3. The learned counsel for the petitioners submitted that the petitioners are innocents and they were falsely implicated in this case. He further submitted that there is no bad antecedent apart from this case against the petitioners. Therefore, he prays for anticipatory bail to the petitioners.

4. The learned Government Advocate (Crl. Side) appearing for the respondent police submitted that the petitioners totally received Rs.20 lakhs from the defacto complainant by way of cash for letting out two portions of a house and failed to hand over the possession and refused to return the amount. Therefore, he opposed to grant of anticipatory bail to the petitioners.

5. It is seen that both these petitioners are arrayed as A1 and A2 in this case. The subject property was owned by the petitioners. They borrowed money from one Rajasekar and executed Power of Attorney in



Crl.O.P.No.18268 of 2022

his favour in the year 2011. Thereafter, the petitioners were regularly paying the interest to the said Rajasekar for the amount borrowed by them to the tune of Rs.19 lakhs. According to the petitioners, without their knowledge, the said Rajasekar executed sale deed in favour of one Payaz Basha in respect of the subject property in the year 2015. However, the petitioners are in possession and enjoyment of the subject property. While that being so, on instruction of the said Rajasekar, the defacto complainant was placed as tenant in the ground floor, since the petitioners asked to settle the amount in favour of said Rajasekar, he cannot question the same.

6. According to the defacto complainant, the petitioners received another sum of Rs.10 lakhs in the year 2022 to lease out the 1st floor of the property and after receipt of the said amount, the petitioners failed to hand over the said portion. In fact, on the complaint lodged by the defacto complainant, already the respondent police conducted a detailed enquiry and submitted its closure report, thereby, concluded that there was no money transaction between the petitioners and the defacto complainant.



CrI.O.P.No.18268 of 2022

The document which was handed over to Rajasekar has now been utilised by the defacto complainant, set-up by the Rajasekar.

7. The learned counsel for the defacto complainant submitted that the defacto complainant is a transgender, who paid a sum of Rs.10 lakhs in the year 2020 and the ground floor of the subject property was handed over to the petitioners. Again in the year 2022, the petitioners received another sum of Rs.10 lakhs to lease out the 1st floor of the property. Further, on receipt of the said amount, the petitioner failed to hand over the 1st floor of the subject property. Thereafter, the defacto complainant came to know that the petitioners are not the owners of the property and thus they had cheated the defacto complainant. Even assuming that the petitioners received a sum of Rs.20 lakhs from the defacto complainant, for letting out the 1st floor of the subject property, the entire allegations are civil in nature.

8. That apart, the petitioners had no knowledge about the execution of sale deed by the power of attorney in favour of one Payas



Crl.O.P.No.18268 of 2022

Basha. Further, earlier complaint lodged by the defacto complainant was enquired in detail and closed as there was no money transaction between the petitioners and the defacto complainant. Therefore, custodial interrogation of the petitioners is not required in this case.

9. Considering the above fact and circumstances of the case, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

10. 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 XVII Judicial Magistrate, Saidapet, on condition that the petitioners shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) each 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:



CrI.O.P.No.18268 of 2022

WEB COPY

[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 first petitioner shall report before the respondent police daily at 10.30 a.m. for a period of two weeks and thereafter as and when required for interrogation and the second petitioner shall appear before the 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.

17.08.2022

ata



WEB COPY



Crl.O.P.No.18268 of 2022

G.K.ILANTHIRAIYAN, J.
ata

Crl.O.P.No.18268 of 2022

17.08.2022