



Crl.O.P.No.23298 of 2022

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G.K.ILANTHIRAIYAN, J.

The petitioner who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 120B, 406 and 420 of IPC, in Crime No.04 of 2022, seeks anticipatory bail.

2. The case of the prosecution is that the subject property was originally owned by A1 and A2. They mortgaged the said property with IDBI and availed loan. Thereafter, they committed default as such the entire loan account became Non Performing Asset. A1 and A2 approached the defacto complainant for redemption of the said property, on condition that they will sell the property in their favour. Believing the said word, the defacto complainant paid a sum of Rs.1,96,00,000/- to the bank and Rs.20,00,000/- as advance to A1 and A2 for redemption of the said property which were mortgaged by A1 and A2. Thereafter, instead of execution of Sale Deed in favour of the defacto complainant, the first accused settled the property in favour of A2 who is none other than the wife of A1. In turn, A2 executed an agreement of sale in favour of the petitioner herein, who is arrayed as A3. Hence, the complaint.



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3. The learned Additional Public Prosecutor would submit that this is the third anticipatory bail petition filed by the petitioner. Earlier petitions filed by the petitioner were dismissed on merits. Hence, he vehemently opposed to grant anticipatory bail to the petitioner.

4. Even according to the case of the prosecution, the first accused received a sum of Rs.1,96,00,000/- to redeem the subject property on condition that the first accused will execute the sale deed in favour of the defacto complainant. However, the first accused executed a settlement deed in favour of A2. A2 is none other than the wife of A1. In turn, A2 entered into an Agreement for sale with the petitioner herein, on receipt of Rs.20,00,000/-.

5. Mr.AR.L.Sundaresan, learned Senior counsel appearing for the petitioner submitted that the petitioner paid a sum of Rs.20,00,000/- as an advance and entered into an Agreement for sale. Though, the petitioner is ready and willing to cancel the agreement for sale, he cannot cancel the



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agreement for sale unilaterally. However, he can file an affidavit before the Court of law undertaking that, he shall not claim the subject property in pursuant to the execution of agreement for sale. He can very well pursue as against the second accused for recovery of advance amount.

6. Considering the above facts and circumstances of the case and the submission made by the learned counsel for the petitioner, the custodial interrogation of the petitioner does not require in this case. Hence, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

7. Accordingly, **the petitioner shall file an undertaking affidavit before the learned Magistrate concerned that he shall not interfere with the subject property at any point of time and also he shall not claim any right over the property, on the strength of Agreement for sale, dated 26.07.2021 in Document No.4276 of 2021** and on such filing, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from



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the date on which the order copy made ready, before the learned Judicial Magistrate No.VII, Coimbatore, on condition that the petitioner shall execute a 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 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 file an undertaking affidavit before the learned Magistrate concerned that he shall not interfere with the subject property at any point of time and also he shall not claim any right over the property, on the strength of Agreement for sale, dated 26.07.2021 in Document No.4276 of 2021.

[c] the 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.



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

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

[f] 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]**.

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

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