



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)
Date : 11/04/2022

PRESENT

WEB COPY

The Hon`ble Mr.Justice K.MURALI SHANKAR
CRL OP(MD) . No.5725 of 2022

Sheeba

... Petitioner/Accused No.1

Vs

The State represented by
The Inspector of Police,
Karimedu Police Station,
Madurai.
(Cr.No.1239/2021) .

... Respondent/Complainant

Mary Janci Rani

... Petitioner/Intervenor/
Defacto Complainant
in CRL MP(MD) No.4302 of 2022

For Petitioner : M/s.Arun Kumar.S,
Advocate.

For Respondent : Mr.M.Muthumanikkam,
Government Advocate (Crl.Side)

For Intervenor : Mr.K.Sathishkumar, Advocate

PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C

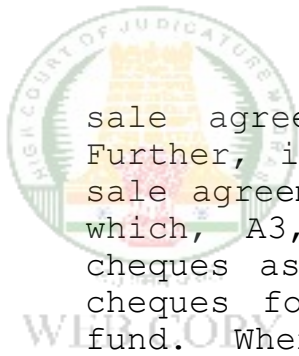
PRAYER :-

For Anticipatory bail in Crime No.1239 of 2021 on the file of
the Respondent Police.

ORDER : The Court made the following order :-

The petitioner/accused No.1, who apprehends arrest at the hands
of the respondent police for the offences punishable under Sections
294(b), 406, 420 and 506(i) IPC, in Cr.No.1239 of 2021, seeks
anticipatory bail.

2.The case of the prosecution is that the petitioner has
approached the de-facto complainant stating that she had decided to
sell her house for a sum of Rs.50,00,000/- and asked the de-facto
complainant to purchase the same. When the de-facto complainant
agreed to purchase the petitioner's house and gave a sum of
Rs.20,00,000/- as advance to the petitioner and on 05.09.2020, the
de-facto complainant also gave a sum of Rs.4,00,000/- to her.
Thereafter, whenever the de-facto complainant called the petitioner
to execute the sale agreement, the petitioner did not execute the



sale agreement with intend to cheat the de-facto complainant. Further, it is alleged that the petitioner refused to execute the sale agreement and told that she will repay the amount shortly, for which, A3, who is the relative of the petitioner, issued five cheques as surety and the de-facto complainant deposited the said cheques for collection and the same was returned as for want of fund. When the de-facto complainant demanded money from the petitioner, she abused the de-facto complainant in filthy language and threatened her with dire consequences. Hence, the complaint.

3. When the matter is taken up for hearing today, the learned counsel for the petitioner has filed an undertaking affidavit sworn by the petitioner, wherein, she has specifically stated that she received a sum of Rs.24,00,000/- as advance from the de-facto complainant and entered into a sale agreement in respect of her house property, that after receiving the amount, she is unable to sell her house and when she has been taking steps to repay the advance amount, her daughter met with an accident for which, she spent more money for her treatment. The petitioner has further stated in the affidavit that she was not able to mobilize the money and that when the matter was referred to mediation, she paid a sum of Rs.1,00,000/- to the de-facto complainant and that she is ready to settle the remaining amount of Rs.23,00,000/- to the de-facto complainant for which she is in need of some time to mobilize the money. The petitioner in the affidavit has specifically given an undertaking that she will repay the entire remaining amount of Rs.23,00,000/- to the de-facto complainant on or before 30.06.2022.

4. The learned counsel for the intervenor as well as the learned Government Advocate (Crl. side) for the respondent police would submit that based on the undertaking affidavit, orders may be passed.

5. Considering the above facts and circumstances and also the fact that the petitioner is not having any previous case for similar or serious offence and also taking note of the undertaking affidavit given by the petitioner admitting her liability and also undertaking to pay the entire balance amount to the de-fact complainant on or before 30.06.2022, this Court is inclined to grant anticipatory bail to the petitioner, but with certain conditions.

6. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or her appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned Judicial Magistrate No.V, Madurai, on condition that the petitioner shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) with two sureties, each for a like sum to the satisfaction of the respondent Police or to the Police Officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned and on further conditions 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 pay the remaining amount of Rs.23,00,000/- (Rupees Twenty Three Lakhs Only) to the de-facto complainant on or before 30.06.2022, failing which, the anticipatory bail granted to the petitioner shall stand automatically cancelled;

(c)the petitioner shall report before the respondent police daily at 10.30 am for a period of one month and thereafter, as and when required for interrogation.

(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]**; and;

(g)if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

sd/-

11/04/2022

/ TRUE COPY /

/ /2022

Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

TO

1 THE JUDICIAL MAGISTRATE NO.V,
MADURAI.

2 DO-THROUGH :

THE CHIEF JUDICIAL MAGISTRATE, MADURAI DISTRICT.

3 THE INSPECTOR OF POLICE

KARIMEDU POLICE STATION, MADURAI.

4 THE ADDITIONAL PUBLIC PROSECUTOR,

MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1. CC to M/S.ARUN KUMAR S Advocate SR.No.3397

+1. CC to Mr.K.SATHISH KUMAR, Advocate SR.No.3396

ORDER N

CRL OP(MD) No.5725 of 2022

Date :11/04/2022