



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Dated: 16/08/2022

PRESENT

WEB COPY

The Hon'ble Mr. Justice **G. ILANGO VAN**

Crl.OP(MD)Nos.10894 and 11267 of 2022

1. Pranav
2. Ishwarya
3. Ganesan

... Petitioners/Accused Nos. 1, 2 & 6
in Crl OP(MD)NO.10894 of 2022

1. Rajangam
2. Ravichandran @ Ravi

... Petitioners/Accused 7 & 8
in Crl OP(MD)No.11267 of 2022
Vs.

The State rep. By
The Inspector of Police,
District Crime Branch,
Theni District.
(Crime No.17 of 2022)

... Respondent/Complainant
in both petitions

For Petitioners : Mr. B. Jeyakumar, Advocate
in both petitions

For Respondent : Mr. R. M. Anbunithi
Additional Public Prosecutor (crl.side)
in both petitions

For Intervenor : Mr. G. Anand Kumar, Advocate
in both petitions

PETITIONS FOR ANTICIPATORY BIAL under Sec.438 of Cr.P.C.C

PRAYER:-

For Anticipatory Bail in Crime No.17 of 2022 on the file of the Respondent Police.

ORDER : The Court made the following order:-

The petitioners, who are arrayed as A1, A2, A6, A7 and A8 apprehending arrest at the hands of the respondent police for the offences punishable under sections 420, 417, 120(B) and 506(i) IPC, in Crime No.17 of 2022, seeking anticipatory bail



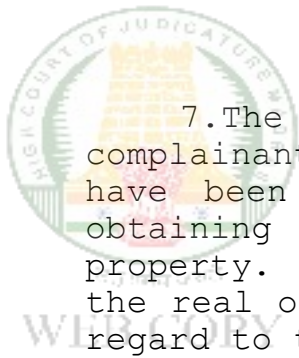
2.The case of the prosecution is that the de-facto complainant lodged a complaint stating that her husband Prabhakar is in abroad. The properties, which belongs to Musician Ilayaraja were available for sale measuring to an extent of 275.4 cents. It was informed to her by his Manager namely A7. The land brokers Rajangam and Ravichandran @ Ravi have also informed the same to her husband. After visiting the property, they intended to purchase 60 cents. So, they approached A1 and his wife. They told them that formalities of sale can be completed, after getting permission from the owner. It was agreed that Rs.73,000/- is to be paid per cent. On 30/06/2019, they demanded that Rs.1,00,000/- must be paid towards advance. It was also paid. They also demanded Rs.4,00,000/- as further advance and also told that then only the power of attorney can be executed in favour of A1. That was also transferred, on 02/09/2019. Again on 17/09/2019, Rs.10,00,000/- was paid. After registration of the power of attorney, they told that another property was available for sale and it can be sold for Rs.55,000/- per cent. They also promised to execute the sale deed. Totally Rs.1.60 crores was paid. A attempt was made by the de-facto complainant to get the sale deed after payment of the balance consideration of Rs.2,00,000/-. But later, A1 executed a sale deed in favour of A2, who is the wife. When that was enquired, they gave some unbelievable reasons. On 25/08/2021, they demanded balance amount of Rs.2,00,000/- and asked to come to the Devakottai Sub Registrar office. There A1 and the Land Brokers Rajangam and Ravichandran @ Ravi were available. At that time, A1 demanded the original sale agreement for preparing the sale deed.

3.Believing the words, she handed over the same. But later, she was informed that A1 fell down and so the sale can be executed to some other day. But in spite of the repeated demands, there was no proper response. Later she came to know that she was cheated. When that was enquired she was also criminally intimidated. On the basis of the complaint, the case was registered.

4.Seeking anticipatory bail, A1, A2, A6, A7 and A8 have filed these petitions.

5.Heard both sides.

6.Even at the out set, the learned counsel appearing for the first accused would submit that he is ready to execute the sale deed in favour of the de-facto complainant, if the de-facto complainant is ready to pay the balance amount. But on further enquiry, it is revealed that another agreement also existed between the parties, wherein the total sale consideration mentioned as Rs.3,44,40,000/-. According the learned counsel appearing for the first accused, that agreement is the original agreement and the present agreement concerning the present complaint is absolutely a forged document.



7.The learned counsel appearing for the intervenor to complainant would submit that on the particular date, two agreements have been entered between the parties. One for the purpose of obtaining bank loan and another for the purpose of selling the property. According to him, the agreement under this complaint is the real one and not the agreement entered between the parties with regard to the getting of Bank loan.

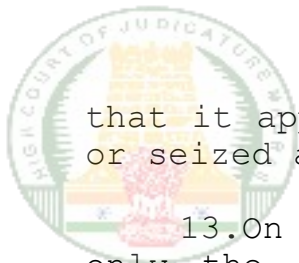
8.When serious allegation of forgery has been made by A1, with regard to the present subject complaint, the Investigating Officer was directed to be present before this court and he has submitted that in respect of the present complaint agreement, he enquired the parties and the document writer. He has stated that he has prepared the document and in that document only the de-facto complainant signed and A1 did not sign. Whether it was signed by A1 is not known to him.

9.It is also submitted by the de-facto complainant that the above said document was received back by A1 for preparing the sale deed. Later, it was destroyed. He did not return, for which he is entitled to produce the secondary evidence before the court. So according to him, now the original is not available and only the copy as mentioned above. The first accused denied the signature in the document. So when such a doubt has been raised, it is a matter for investigation.

10.So, for that purpose, interim anticipatory bail was granted to the petitioners on 07/07/2022 on condition that they must appear before the respondent police and cooperate with the respondent for completing the process of investigation. It is for the respondent police to look into the genuineness of the document. Final orders will be passed on receipt of the report in this regard from the respondent police.

11.By order, dated 07/07/2022, interim anticipatory bail was granted on condition that the petitioners must appear before the respondent police and co-operate with him to complete the process of investigation. The respondent police was also directed to look into the genuineness of the document. On the ground the matter has been adjourned.

12.Now when it is called for hearing, the learned counsel appearing for the petitioners and the de-facto complainant would submit that they appeared before the respondent police and the respondent police was also present and submitted that the disputed document could not be traced out. Even as per the allegation made by the de-facto complainant, it was obtained by the accused persons. Later that was destroyed. According to him, since the original document is not available, he is entitled to lead secondary evidence. Since the genuineness of the above said disputed document was under question, the above said direction was issued. In spite of



that it appears that the above said document could not be : ed
or seized as the case may be.

13. On going through the entire CD file, it appears that not only the accused persons, but also the de-facto complainant are playing upon each other. The de-facto complainant says that only the destroyed document is the genuine one and the present document, which is relevant by the petitioners are only a nominal document, which was executed for the purpose of obtaining bank loan. But this contention on the part of the petitioners that only the present document is the genuine one and there was no such document as mentioned by the de-facto complainant.

14. Now whatever it may be, all these matters are for investigation, which can be gone into thoroughly since the offences are alleged against the document, no custodial interrogation may be required.

15. On that sole ground, the interim anticipatory bail granted to the petitioner is made absolute. So this court is inclined to grant anticipatory bail and accordingly, the interim anticipatory bail already granted to the petitioners on 09/02/2022 is made **absolute** and the petitioners shall appear before the respondent police daily at 10.30 am until further orders.

16. Considering the above facts and circumstances of the case, this court is inclined to grant anticipatory bail to the petitioners with certain conditions. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance before the learned Judicial Magistrate, Theni and each of them executing 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 learned Judicial Magistrate concerned and the petitioners shall appear before the respondent police, daily at 10.00 a.m, until further orders. The petitioners shall comply with the condition stipulated under Section 438 Cr.P.C scrupulously.

sd/-

16/08/2022

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/09/2022

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

TO

1 THE JUDICIAL MAGISTRATE,
THENI.



- 2 DO THROUGH:
THE CHIEF JUDICIAL MAGISTRATE,
THENI DISTRICT.
- 3 THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH,
THENI DISTRICT.
- 4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+2 CC to M/s.B.JEYAKUMAR, Advocate (SR-8654[I] & 8655(I) dated
18/08/2022)

ORDER
IN
Crl.OP(MD)Nos.10894 and
11267 of 2022
Date :16/08/2022

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PKP/JM/SAR-1/02.09.2022/5P/7C