



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Dated: 12/01/2022

WEB COPY

PRESENT

The Hon'ble Mr.Justice G.ILANGO VAN

Crl.OP(MD)No.13077 of 2021

1.Siva Anbu
2.Deepika
3.Reshimi
4.Abinisha

: Petitioners/A1-4

Vs.

The State rep. By
The Inspector of Police,
District Crime Branch,
Tirunelveli District.
(Crime No.19 of 2021)

: Respondent/Complainant

For Petitioner : Mr.N.S.Ramakrishnan Dass, Advocate
For Respondent : Mr.RMS.Sethuraman
Additional Public Prosecutor
For Intervener : Mr.M.T.Arunan, Advocate

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

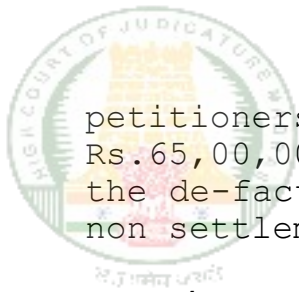
PRAYER :- For Anticipatory Bail in Crime No.19 of 2021 on the file of the Respondent Police.

ORDER : The Court made the following order:-

The petitioners, who are arrayed as A1 to A4 apprehending arrest at the hands of the respondent police for the alleged offences under sections 406 and 420 IPC in Crime No.19 of 2021, seek anticipatory bail.

2.The petitioners are facing the charges for the offences punishable under sections 406 and 420 IPC. Finding that it is the civil dispute, the matter was referred to the Mediation and Conciliation Centre. On that ground, the interim protection was granted and it was periodically extended also.

3.When the matter was taken up on 04/01/2021, the learned counsel appearing for the petitioners would submit that the



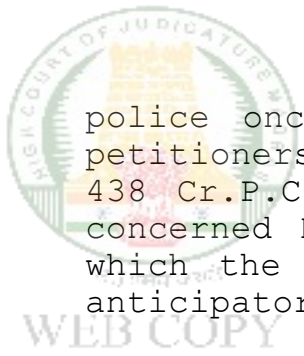
petitioners are ready to deposit the advance amount of Rs.65,00,000/- which was received from the de-facto complainant. But the de-facto complainant demanded Rs.1 Crore. That was the issue for non settlement of the issue in the mediation.

4.Now allegation of the de-facto complainant is that a portion of the property, belonged to the accused persons was already sold to some other party. Suppressing the same, the accused persons entered into sale agreement with the de-facto complainant. According to the de-facto complainant, this is a clear case of forgery and cheating.

5.The unregistered sale agreement is also enclosed in the typed set of papers, wherein we find that the accused persons as one party entered into a sale agreement with the de-facto complainant showing him as other party, wherein it has been stated that the property originally belonged to the husband of A1 namely Balachandran. Later the above said property came as a joint property of all the petitioners and some other properties were also purchased by the individual name of A1 namely the 1st petitioner herein. The total sale consideration was fixed at Rs.4.32 Crores and advance amount of Rs.25,00,000/- was paid and the remaining amount was ordered to be paid within a month. It is also agreed that the property can be sold in pieces. Subsequent endorsement shows that, totally Rs.65,00,000/- was received by the petitioners against the above said sale agreement till 17/12/2020. What happened after that, is not clear on record. On 31/08/2021 the de-facto complainant gave a complaint stating that all the accused persons indulged in forging and cheating etc. It has been voluntarily stated that in view of cheating the de-facto complainant, they entered into the sale agreement. In what way, the petitioners cheated the de-facto complainant is not clear on record. It is a matter for investigation also.

6.Since the petitioners have come forward to deposit the amount, which was received from the de-facto complainant, I am of the considered view that considering the age of the petitioners as well as considering the fact, all the petitioners are women, this Court is inclined to grant **anticipatory bail to the petitioners** with certain conditions.

7.Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance before the learned Judicial Magistrate No.I Tirunelveli and on 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 Magistrate concerned and **on further condition that the petitioners must deposit a sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs only) to the credit of the Crime No.19 of 2021 before the learned Judicial Magistrate, No.1, Tirunelveli** and on further condition that the petitioners shall appear before the respondent



police once in 15 days at 10.00 a.m. until further orders. The petitioners shall comply with the condition stipulated under Section 438 Cr.P.C. scrupulously. The petitioners shall appear before the concerned Magistrate within a period of 15 days from the date on which the order copy made ready, failing which, the petition for anticipatory bail will stand dismissed.

sd/-
12/01/2022

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/ /2022
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

TO

- 1 THE JUDICIAL MAGISTRATE NO.I,
TIRUNELVELI.
- 2 DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
TIRUNELVELI.
- 3 THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH,
TIRUNELVELI DISTRICT.
- 4 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT,
MADURAI.

+1 CC to M/s.S.RAMAKRISHNA DASS, Advocate (SR-326[I] dated 20/01/2022)

ORDER
IN
CRL OP(MD) No.13077 of 2021
Date :12/01/2022

RS/JC/SAR.2(20.01.2022) 3P-6C