



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Friday, the Fourth day of March Two Thousand and Twenty Two

PRESENT

The Hon`ble Mr.Justice K.MURALI SHANKAR

CRL OP(MD) No.20289 of 2021

J. MANAVALAN

... PETITIONER / ACCUSED NO.2

Vs

THE STATE REP.BY,
THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH,
THENI, THENI DISTRICT.
(CRIME NO.9/2021)

... RESPONDENT / COMPLAINANT

A.CHANDRASEKAR

... PETITIONER / DEFACTO COMPLAINANT
IN CRL MP(MD)No.11920 of 2021

R.SANTHANA PANDIAN

... PETITIONER / INTERVENOR
IN CRL MP(MD)No.11711 of 2021

For Petitioner : MR.B.SARAVANAN, Advocate.

For Respondent : Mr.E.ANTONY SAHAYA PRABAHAR,
Additional Public Prosecutor

For Intervenor : MR.M.MAHARAJA, Advocate.
IN CRL MP(MD)No.11711 of 2021

For Intervenor : MR.J.SULTHAN BASHA, Advocate.
IN CRL MP(MD)No.11920 of 2021

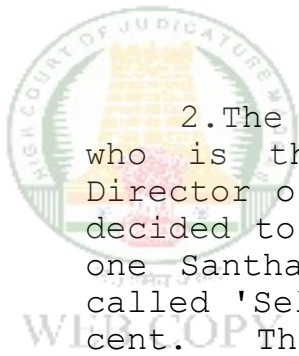
PETITION FOR BAIL Under Sec. 439 Cr.P.C.

Prayer:-

For Bail in Crime No.9 of 2021 on the file of the Respondent police.

ORDER : The Court Made the following order :-

The petitioner/A2 was arrested on 12.03.2021 and remanded to judicial custody for the offence punishable under Sections 465, 468 and 471 of IPC in Crime No.9 of 2021 on the file of the respondent police, seek bail.



2.The case of the prosecution is that the de-facto complainant, who is the intervenor, namely, A.Chandrasekar is the Managing Director of M/s.ACV Protects Private Limited. The said company has decided to sell the property, which belongs to the Company, through one Santhana Pandian/A1, who approached him through his relative called 'Selvaraj'. The total sale value was fixed at Rs.4,020/- per cent. They promised that the purchaser will be in the out of station and on the date, Rs.1,00,000/- was received by Santhana Pandian, who is A1. The copy of the title document was handed over to A1. But A1 did not contact the de-facto complainant. After a lapse of 90 days, A1 informed the de-facto complainant that they are not in a position to complete the sale transaction. So they insisted them to sell the property to A1. But the management of the company did not give consent for the same. Later on 11.02.2021, A1 came to the Mill of the de-facto complainant and informed that Rs.1.50 crores was paid to A2, which was also paid to the de-facto complainant. When the said fact was informed to the de-facto complainant, they stated that the amount was not paid by A2 to them. On enquiry, A2 did not reveal the identity of the purchaser. Later, A1-Santhana Pandian gave a complaint against the de-facto complainant stating that he paid Rs.2 crores as advance and later, the de-facto complainant failed to execute the sale deed. During the course of enquiry, the de-facto complainant appeared before the enquiry officer to reveal the truth. During the course of enquiry, it came to his notice that A1 has produced an agreement, as if the de-facto complainant signed and on further enquiry, A1 has stated that A2 handed over the above said sale agreement to him. The de-facto complainant did not receive any amount from A1, even though, he stated that he received Rs.50,00,000/- in person. In the meanwhile, on 25.03.2021, on behalf of A1, one advocate issued notice stating that the de-facto complainant received Rs.2 crores, promising to sell the property, but later defaulted. Only on seeing the above said notice, the de-facto complainant came to know that two sale agreements, dated 11.02.2020 and 11.02.2021 have been forged. So on the basis of the above said complaint, the case has been registered against this petitioner, who is A2 and one Santhana Pandian, who is A1.

3.When the matter was taken up for hearing on 23.12.2021, considering the submissions made on either side, this Court has granted interim bail to the petitioner for a period of two months and referred the matter before the Mediation and Conciliation Centre and both the parties were directed to appear before the said centre on 10.01.2022.

4.In pursuance of the order of this Court, the matter was taken up for Mediation and the mediation report has been received and the Mediator has specifically stated that a sum of Rs.5,00,000/- was given through cash to the de-facto complainant in the presence of Mediator and at the request of both parties, the matter was referred



5.The learned counsel for the petitioner would submit that the petitioner has filed an undertaking affidavit sworn by the petitioner, wherein, he has specifically stated that the second installment of Rs.5,00,000/- will be deposited on or before 20.03.2022 and the third installment of Rs.12,00,000/- will be deposited on or before 23.04.2022.

6.The learned counsels for the intervenors would submit that this Court may record the undertaking given by the petitioner and grant the relief sought for and the intervenors may be given permission to approach this Court if the petitioner fails to comply with the said undertaking. Hence, the affidavit of undertaking given by the petitioner is recorded.

7.Considering the submissions made by the learned counsel for the petitioner as well as the learned counsel for the intervenor, the interim bail already granted by this Court dated 23.12.2021 is made absolute subject to the following conditions:

(i)The petitioner shall appear before the respondent police as and when required for interrogation; and

(ii)the petitioner is directed to deposit a sum of Rs.5,00,000/- (Rupees Five Lakhs only) as second installment on or before 20.03.2022 and Rs.12,00,000/- (Rupees Twelve Lakhs) as third installment on or before 23.04.2022 to the intervenor/first accused. If the petitioner commits default, the intervenors and the respondent police are at liberty to take necessary steps for cancellation of bail immediately.

sd/-

04/03/2022

/ 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,

<https://hcservices.gov.in/hcservices/>



2 DO THROUGH : THE CHIEF JUDICIAL MAGISTRATE,
THENI DISTRICT.

3 THE INSPECTOR OF POLICE
DISTRICT CRIME BRANCH,
THENI, THENI DISTRICT.

4 THE OFFICER INCHARGE,
DISTRICT PRISON, THENI.

5 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1 CC to M/s.AJMAL ASSOCIATES, Advocate (SR-1750[I] dated
07/03/2022)

+1 CC to M/s.B.SARAVANAN, Advocate (SR-1771[I] dated 07/03/2022)

ORDER

IN

CRL OP(MD) No.20289 of 2021

Date :04/03/2022

USK/PN/SAR-IV/08.03.2022/4P/8C