



Crl.M.P.No.149 of 2023

**Crl.M.P.No.149 of 2023
in Crl.O.P.No.31162 of 2022**

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T.V.THAMILSELVI, J.

This petition has been filed by the petitioner praying to modify the condition imposed by this Court in Crl.O.P.No.31162 of 2022, dated 16.12.2022, at para 8 (c) that, “on such deposit of amount, the de-facto complainant is permitted to withdraw the deposited amount of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) on proper identification and acknowledgement”, and direct the petitioner to deposit the amount of Rs.15,00,000/- in Crime No.32 of 2022 on the file of learned Chief Judicial Magistrate Court at Puducherry and to further direct to deposit the amount in Fixed Deposit Scheme in any one of the Nationalized Bank until the final disposal of the above case.

2. Now, the petitioner has filed this petition praying to modify the said condition of withdrawal by the de-facto complainant stating that already he paid a sum of Rs.60,00,000/- and there is no balance amount to be paid to the de-facto complainant. Therefore, he is ready to deposit the amount to the credit of the crime number. But, he raised an objection with regard to the



withdrawal by the de-facto complainant. To that effect, he produced a Demand Draft before this Court showing that he is ready to deposit the amount.

3. The de-facto complainant has appeared in person and the learned counsel appearing for the Intervenor (de-facto complainant) raised objection stating that in the year 2015, the petitioner entered into a sale agreement with the de-facto complainant and received a sum of Rs.90,00,000/- as advance. But, he is not having a proper title over the property and suppressing the fact, he entered into the agreement and all the seven years, the de-facto complainant was dragged from pillar to post. He was not able to get back Rs.90,00,000/- being advance amount paid. Further, he would submit that a sum of Rs.35,00,000/- was received on various occasions from the petitioner and still there is a balance of Rs.55,00,000/-. He raised objections with regard to modification of the said condition.

4. On a careful consideration of the submissions made by both the learned counsels and on a perusal of the records, it reveals that, in the year 2015, the sale agreement was entered into between the petitioner and the de-



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de-facto complainant and still it is under dispute and also the facts further revealed that during the pendency of this sale agreement with the de-facto complainant, this petitioner executed a sale deed in favour of his son, which also reveals that he created another document in order to cheat the claim of the de-facto complainant. Furthermore, there is no proper material on the side of the petitioner to show that he had paid the entire amount to the de-facto complainant. Therefore, this Court is not inclined to modify the condition imposed by this Court while granting bail. Accordingly, this Criminal Miscellaneous Petition is dismissed. The petitioner is directed to deposit the amount to the credit of the Crime No.32 of 2022 within a period of one week from the date of receipt of copy of this order. On such deposit, the de-facto complainant is permitted to withdraw the deposited amount as per the interim order of bail granted on 16.12.2022.

19.01.2023

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Crl.M.P.No.149 of 2---

T.V.THAMILSELVI, J.

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Crl.M.P.No.149 of 2023
in Crl.O.P.No.31162 of 2022

19.01.2023