



CRL.O.P.No.2521 of 2023

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WEB CO **T.V.THAMILSELVI,J.**

The petitioners, who apprehend arrest at the hands of the respondent police for the offence punishable under Sections 120B and 420 of IPC in Crime No.1 of 2023, seek anticipatory bail.

2. The case of the prosecution is that the property in Plot No.20, 63 and 64 bearing Survey No.145/8 situated at Thachoor Village District belonged to the petitioners and thereby, they executed a General Power of Attorney in favour of the Shanmuganm who is the third accused in the case. Subsequently, the third accused entered into an sale agreement dated 04.07.2016 with the defacto complainant and thereby fixed price at the rate of 1500 per Sq.Ft., and the defacto complainant had given a sum of Rs.6,00,000/- as advance, but failed to execute the document in favour of the defacto complainant. Hence, the case.

3. The learned Counsel for the petitioners submitted that petitioners have been falsely implicated in this case. He further submitted that the



petitioners have not committed any offence as alleged by the prosecution.

Hence, he prayed to grant anticipatory bail for the petitioners.

4.The learned Government Advocate (Crl. Side) raised objection stating that property belongs to A1/first petitioner who has given Power of Attorney to A3 who is having illegal intimacy with A1 and based on the Power of Attorney, defacto complainant entered into Sale Agreement and paid a sum of Rs.22,50,000/- to A3. Later, Power Deed was also cancelled and the accused refused to execute the Sale Deed in favour of Defacto Complainant. He further submitted that the investigation is at initial stage, which needs detailed investigation. Hence, he opposed for grant of anticipatory bail to the petitioners.

5.Heard, learned counsel for the petitioners and also learned Government Advocate (Crl.Side) appearing on behalf of the respondent.

6.It reveals that A1 executed Power Deed in favour of A3. Following which, the defacto complainant paid a sum of Rs.6,00,000/- as advance to A3. Thereafter, Defacto complainant came to know that the



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Power Deed was cancelled by the accused persons and also failed to execute the Sale Deed in favour of Defacto complainant. It is seen that the defacto complainant was cheated by the accused persons. Hence, this Court is not inclined to grant anticipatory bail to the petitioners.

7. Accordingly, this Criminal Original Petition stands dismissed.

13.02.2023

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