



Crl.OP.No.3176 of 2023

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WEB COUNCIL **C.V.KARTHIKEYAN, J.**

The petitioners herein seek anticipatory bail in Crime No.120 of 2022, registered by the respondent under Sections 465, 468, 471 and 420 IPC.

2.It is stated that all the petitioners are close relatives. It is also stated that the 1st petitioner was a owner of an apartment in Flat No.L1 which had been earlier sold to the de facto complainant and it measured about 1500 sq.ft of built-up area and undivided share in the vacant land of 663 sq.ft., in Town Survey Nos.321/21, 321/18 and 321/19. This was sold by a sale deed dated 12.07.1994 registered as Document No.1163 of 1994, in the Sub Registrar Office, Periamet. It had also been stated that there was no dispute with respect to that particular transaction and the de facto complainant had been put in possession and as on date is enjoying the possession of the said Flat. It had also been stated that the 1st petitioner however, had been a little confused with respect to the various descriptions given in the documents relating to the said property and out of bonafide mistake, though the property had been sold to the de facto complainant in the year 1994 which fact all the petitioners affirm and confirm and also stated that they do not question the factum of such sale or the title and right of the de facto complainant over the property sold in the year 1994, for reasons best known



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to them, they had once again encumbered the said property by claiming that it was a second Flat and giving it a number as Flat No.CO in favour of Mohammed Imran which document was registered as Document No.2120/2020 again before the Sub Registrar, Periyamet on 26.11.2022. This document created a cloud over the title of the de facto complainant and the de facto complainant had therefore, lodged a complaint before the respondent and FIR came to be registered.

3.The petitioners herein, had very wisely taken a step backwards on realising this fact and it is stated that Mohammed Imran, the purchaser, had cancelled the sale deed but however, the encumbrance was reflected in the encumbrance certificate and it was the contention of the learned Senior Counsel on behalf of the de facto complainant that the de facto complainant would be put to much agony since the marketability of the said Flat in future would be seriously affected by this unnecessary and unwarranted encumbrance created by the petitioners herein.

4.The learned Senior Counsel on behalf of the petitioners had however further stated that steps would be taken to ensure that all documents which had been registered would be cancelled and would co-operate in ensuring that necessary entries are made in the encumbrance certificate to ensure that the de facto complainant's title is not impinged in



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any manner whatsoever. Matters have been adjourned for this purpose on several occasions and today, a status report had been filed by the Sub Registrar, Periamet on behalf of the Assistant Inspector General of Registration Admn, Central Chennai. In this report, the Sub Registrar had stated as follows:

5. It is submitted that during the course of enquiry, which it reveals that the following anomalies:

a. The 8 UDS documents 1601, 1602, 1603, 1604, 1605, 1606, 1607 & 1608 of 1989 belonging to L1, Alsa Crescent (built up area of 1521 sq. ft. and UDS of 663 sq. ft.) sold by Mrs. Sunitha in the year 1994 to Mr. Ravi Sangameswaran registered as Doc. No.1163 of 1994 is indexed as Prior Documents the Encumbrance Certificate dated 19.11.2020 for a place called CO, Alsa Manor for a period of 32 years.

b. A Settlement Deed No. 2107 of 2020 dated 24.11.2020 by Mrs. Sunitha to her mother, Mrs.Jayakumari and a Sale Deed No. 2120 of 2020 dated 26.11.2020 by Mrs. Jayakumar to one Mr.Mohamed Imran was created at Sub Registrar Office, Periamet for built-up area of 314 sq. ft and UDS of 192.59 sq. ft. out of the 663 sq.ft belonging



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to the Sale Doc. No. 1163 of 1994 belonging to Mr. Ravi Sangameswaran. Mrs. Kavitha Krishnan and Mr. Usman Sheriff were the witnesses.

c. On 06.08.2021 both the above-mentioned deeds were cancelled.

d. Also, a Memo Copy was inserted in SRO. Periamet as Doc.No. 7602 of 1989 (with same details as 1602 of 1989) against CO, Alsa Manor.

7. It is submitted that as per the Court order, we have done the following corrections in the above said records is as follows:-

a. The Index II entries against the Settlement Deed (2107 of 2020) and Sale Deed (2120 of 2020) for building named CO, Alsa Manor are indexed as "the registration of the documents is found as Fraudulent vide proceedings of the District Registrar (Na. Ka. No. 6518/A2/2021 dated 02.08.2022) due to registration using documents of an already sold property and no documents against this will be registered in future" as per the Circular No. 41530/U1/2017 dated 31.07.2018 issued by The Inspector General of Registration.



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b. On verification we are not able to trace the origin of the Memo Copy document 7602 of 1989 and therefore the same has been removed from the system and the EC after instructing TCS on 30.10.2023.

c. We have also forwarded a complaint to CCB with regards to the Doc.7602 of 1989 dated 2.12.1989.

5. In view of the steps taken, the bonafide of the petitioners to a large extent can be considered by this Court. Today, I have to only consider the issue of grant of anticipatory bail. Since this bonafide is evident, anticipatory bail is granted to the petitioners.

6. Taking into consideration the facts and circumstances of the case, this Court is inclined to grant anticipatory bail to the petitioners herein with certain conditions.

7. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date on which the order copy made ready, before the **learned II Metropolitan Magistrate at Egmore, Chennai**, on condition that each of the petitioner shall execute a separate bond for a sum of Rs.10,000/- (Rupees



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Ten Thousand only) with two sureties each for a like sum to the satisfaction of the respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioners and the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

[b] the 1st, 2nd and 4th petitioners, **to appear before the respondent in the initial stage everyday at 10.30 a.m., for a period of one week** and thereafter **as and when required**. If the presence of the **3rd petitioner is required**, then a **notice under Section 41A of Cr.PC., may be issued** and granting him sufficient time and **he must also appear as directed** under the said notice. **All the petitioners should co-operate during the course of enquiry.**

[c] the petitioners shall not tamper with evidence or witness either during investigation or trial.

[d] the petitioners shall not abscond either during investigation or trial.

[e] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioners in accordance with law as if the



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conditions have been imposed and the petitioners released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in **P.K.Shaji vs. State of Kerala [(2005)AIR SCW 5560]**.

[f] If the accused thereafter absconds, a fresh FIR can be registered under Section 229A IPC.

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