



Crl.O.P.No.3198 of 2023

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T.V.THAMILSELVI, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 406 & 420 of IPC, in Crime No.776 of 2022, seeks anticipatory bail.

2. The case of the prosecution is that the petitioner entered into a Joint Investment Agreement with the de-facto complainant and based on which, the de-facto complainant executed General Power of Attorney in favour of the petitioner for construction of flats in the land owned by him, however, even after the expiry of time period of 11 months, which was mentioned in the said agreement for completion of construction works, the petitioner did not complete the building works within the time stipulated. Further, the petitioner did not pay the monthly rent as promised to the de-facto complainant and even after he sold one of the flat, as per the said agreement, the petitioner did not paid 50 % share in the said sale amount and when the same was questioned by the de-facto complainant, the petitioner abused him using filthy language and threatened him with dire consequences. Hence, this complaint.



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3. Learned counsel for the petitioner submitted that the petitioner is an innocent person and he has been falsely implicated in this case. He further submitted that, the petitioner is not a defaulter and has not violated the conditions mentioned in the agreement. Hence, he prays for grant of anticipatory bail to the petitioner.

4. Learned counsel for the Intervenor raised serious objection for the submissions made by the learned counsel for the petitioner and he submitted that the petitioner violated the conditions mentioned in the Joint Development Agreement and further, the petitioner sold one of the flat for more than Rs.35,00,000/- in which though the de-facto complainant has 50% share, the same was not paid to the de-facto complainant, which clearly shows that the petitioner is a defaulter. Hence, he vehemently opposed for grant of anticipatory bail for the petitioner.

5. Learned Government Advocate (Criminal Side) appearing for the respondent submitted that the petitioner and the de-facto complainant entered into Joint Development Contract and it is alleged by the de-facto complainant that the petitioner is a defaulter and he has not complied with the conditions stated in the said agreement/contract. Hence, he opposed for grant



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anticipatory bail to the petitioner.

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6. Considering the facts and circumstances of the case and also the fact that the petitioner is ready and willing to deposit a sum of Rs.12,00,000/- to the credit of crime number without prejudice to his claim, this Court is inclined to grant anticipatory bail to the petitioner.

7. Accordingly, the petitioner is directed to deposit a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) to the credit of Crime No.776 of 2022, within a period of four weeks from the date on which the order copy made ready, and on such deposit the petitioner is ordered to be released on bail in the event of arrest or on his appearance, before the **learned XXIII Metropolitan Magistrate, Saidapet**, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten thousand only) with two sureties (one must be a blood surety) 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 petitioner shall deposit a sum of Rs.12,00,000/- (Rupees Twelve Lakhs Only) to the



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credit of Cr.No.776 of 2022 before the learned Judicial **XXIII Metropolitan Magistrate, Saidapet, within a period of four weeks from the date of receipt of a copy of this order** and the defacto complainant is permitted to withdraw the above said amount on proper identification and by filing an affidavit of undertaking before the trial Court.

[b] the petitioner 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.

[c] the petitioner is directed to appear before the respondent police daily at 10.30 a.m., for a period of six weeks.

[d] the petitioner shall not tamper with evidence or witness either during investigation or trial.

[e] the petitioner shall not abscond either during investigation or trial.

[f] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner 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**



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Kerala [(2005)AIR SCW 5560].

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

15.02.2023

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