



Crl.O.P.Nos.5585, 6655 & 6656 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 27.04.2023

PRONOUNCED ON : 28.04.2023

CORAM

THE HON'BLE MR.JUSTICE G.CHANDRASEKHARAN

Crl.O.P.(MD)Nos.5585, 6655 & 6656 of 2023

and

Crl.M.P. (MD) Nos.5925 & 5927 of 2023

Rajendran ... Petitioner in Crl.O.P.MD.No.5585 of 2023
Angalaeeswari ... Petitioner in Crl.O.P.MD.No.6655 of 2023

M.S.R.Rajavarman
M.Thangamuniasamy
Ravichandran Petitioner in Crl.O.P.MD.No.6656 of 2023

Vs.

State Represented by
The Inspector of Police,
Srivilliputtur Town Police Station,
Virudhunagar District.
(Cr.No.113/2023)

... Respondent

COMMON PRAYER: Criminal Original Petitions filed under Section 438 Cr.P.C. praying to enlarge the petitioners on bail in the event of his arrest in connection with Crime No.113 of 2023 on the file of the respondent police.

In Crl.O.P.MD.No.5585 of 2023

For Petitioner : Mr.Kirubakaran
for Ms.Srimathi.V
For Respondent : Mr.Babu Muthu Meeran
Additional Public Prosecutor



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In Crl.O.P.MD.Nos.6655 & 6656 of 2023

For Petitioner in : Mr.V.Raghavachari, Senior Advocate
(Crl.O.P.MD.Nos.6655 of 2023) for Mr.S.Muthukumar

For Petitioners : Mr.V.Raghavachari, Senior Advocate
(Crl.O.P.MD.Nos.6656 of 2023) for Mr.M.Solaisamy

For Respondent : Mr.Babu Muthu Meeran
in both Crl.O.Ps Additional Public Prosecutor

In Crl.M.P. (MD) Nos.5925 & 5927 of 2023

Mr.T.Antony Arul Raj for intervener.

COMMON ORDER

These Criminal Original Petitions have been filed to enlarge the petitioners on bail in the event of their arrest in connection with Crime No.113 of 2023 on the file of the respondent police.

2.FIR in Crime No.113 of 2023 was registered for the offences under Sections 347, 365, 384,386, 506(2) and 34 IPC against one Rajavarman and five others. The allegations in the FIR in brief are that, first accused Rajavarman, who is a former MLA in Sattur Constituency, second an third accused are his friends. Third accused is a Union Secretary of AIADMK party. They are also friends of defacto complainant. All the four decided to



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start a business of manufacturing of crackers. On 25.05.2018, they purchased a property with factory from one Munna Fireworks. They entered into a partnership deed on 02.07.2019. Within three days of entering into partnership deed, accused 1 and 2 approached the defacto complainant and stated that third accused has criminal cases pending against him and therefore, it would be difficult to get necessary license from the concerned department. Similarly, other two accused are also engaged in other businesses and first accused was going to involve himself actively in politics. They wanted to retire from partnership firm and requested the defacto complainant to take over the business and property. Accordingly, defacto complainant paid a sum of Rs.7,00,000/- each to the accused 1 to 3. Therefore, the partnership deed dated 02.07.2019 was cancelled and in this regard, a release deed dated 05.07.2017 was executed. A sale was executed on 20.06.2019 in respect of the property and Munna Fireworks in favour of the defacto complainant. On 05.08.2019, an order was issued for entering the name of the defacto complainant as the licensee for Munna Fireworks. The defacto complainant spent huge amount and was running Munna Fireworks effectively. Accused 2 and 3 informed the first accused that defacto complainant had cheated them and made sure that they are sent out of the partnership firm and that now the



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defacto complainant is earning a very good profit. Therefore, during September 2019, accused 1 to 3 summoned defacto complainant and demanded him to pay an additional sum of Rs.2,00,00,000/- else, he could not carry on his business smoothly. Defacto complainant refused to pay the money and therefore, first accused with the help of the fifth accused, namely, Rajendran, the then Deputy Superintendent of Police, Srivilliputhur, and the sixth accused, namely, Muthumariappan, the then Special Sub Inspector of Sivakasi, abducted the defacto complainant on 03.10.2019 and kept him in Sri Andal Lodge. They compelled the defacto complainant and made him to execute the sale deed on 04.10.2019 in favour of the wife of the third accused namely, Angaleeswari, the fourth accused without paying any consideration. Again they made him to execute another sale deed dated 03.12.2019 under threat and undue influence. The defacto complainant made complaints against the accused 1 to 4, but no action was taken for the reasons that the first accused was the sitting M.L.A. of the ruling party. He also sent a complaint dated 12.01.2022 to the District Superintendent of Police and again on 28.01.2022 to the Registration Department. Apprehending to give complaint against the police officials, he had not stated anything about the role of the accused 5 and 6 in the complaint. Whenever the complaint was



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given by the defacto complainant, they were not attended to for the reason that the first accused was a sitting MLA of the ruling party. Therefore, he approached the learned Judicial Magistrate - II, Sriviliputhur with the complaint under section 156(3) Cr.P.C. and on that basis, FIR came to be registered.

3.The learned counsel for the petitioners/accused 1 to 4 in Crl.O.P.Nos.6655 & 6656 of 2023 submitted that the complaint allegations are totally false and motivated. The fact that for the incidents said to have happened in 2019, FIR came to be registered only in 2022, supports this version. All the transactions had been borne out by the registered documents. It cannot be legally accepted that no consideration was paid to the defacto complainant at the time of selling the property to the fourth accused. Defacto complaint had voluntarily sold the property to fourth accused. Without giving a complaint immediately, the defacto complainant gave a complaint after the change of the Government with an ill motive to harass the accused. Thus, he prayed for granting anticipatory bail to the accused 1 to 4.



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4.The learned counsel for the fifth accused in Crl.O.P.(MD)No.5585 of 2023 submitted that he was working as Deputy Superintendent of Police and he had no role in the alleged sale transaction. He was no way involved in the alleged abduction of defacto complainant and he is falsely implicated and thus, he prayed for grant of anticipatory bail.

5.The learned Additional Public Prosecutor opposed this petition on the ground that allegations against the accused are serious in nature. Using the political power, money and muscle power, they threatened the defacto complainant to sell his properties for no consideration. The complaints given by the defacto complainant immediately after the incidents were not attended due to undue influence exerted by the first accused. Now this FIR is registered on the basis of the directions given by the learned Judicial Magistrate - II, Sriviliputhur, on the complaint filed under section 156(3) Cr.P.C.

6.The learned counsel for the defacto complainant reiterated the submissions made by the learned Additional Public Prosecutor. In addition to these submissions, he also submitted that the bank statement would prove that



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the cheques said to have been issued towards consideration of the sale transaction, to the defacto complainant were not in fact given to the defacto complainant, but used by the accused for negotiation of the cheques and for realising the money for a different consideration for a different purpose.

7.Consider the rival submissions and perused the records.

8.It is seen from the typed set of papers and the submission of the learned counsel for the petitioners in Crl.O.P.Nos.6655 & 6656 of 2023 that the sale deeds dated 20.06.2019, 04.10.2019 & 03.12.2019 executed among the parties had been produced along with the other documents. From the documents produced and the submissions made, there is no dispute with regard to the claim of the rival parties that Munna Fireworks along with its land and building were purchased by the accused 1 to 3 and defacto complainant in 2018. Thereafter, on 20.06.2019, it is claimed that the accused 1 to 3 had executed a sale deed in respect of this property in favour of the defacto complainant. The sale deed shows that sale consideration of Rs.45,00,000/- was paid by the defacto complainant through three cheques bearing nos.607842, 607843 & 607844 drawn on Axis bank in favour of one



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V.Ravichandran, M.S.Rajavarman, M.Thangamuniasamy, for a sum of Rs.15,00,000/- each. On 04.10.2019, it is alleged that the defacto complainant sold his property to the fourth accused for a consideration of Rs.47,50,000/-. This consideration was paid through three cheques bearing nos.059852 for Rs.20,00,000/-, 059853 for Rs.15,00,000/- 059854 for Rs.12,50,000/-, dated 04.10.2019, drawn on Axis bank. This sale relates to 95% of the share in the property. Then on 03.12.2019, remaining 5% of the share was said to have been sold by the defacto complainant in favour of the 4th accused, for a consideration of Rs.2,50,000/-.

9.The main allegation is that the sale consideration was not paid in pursuance of the sale deeds dated 04.10.2019 and 03.12.2019. In support of this submission, answers given by the Manager, Axis Bank, Arupukottai, for the queries raised by the Investigating officer with regard to the cheque bearing nos.059852, 059853 & 059854 are produced. To one of the questions raised, the answer given was that cheque No.059852 was issued by E.Ravichandran, cheque No.059853 was issued by E.Ravichandran and the cheque bearing No.059854 was issued by E.Ravichandran. Certainly, the answers given by the Bank Manager of the Axis bank show that the cheque



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said to have been issued to the defacto complainant as sale consideration for the sums of Rs.20,00,000/- Rs.15,00,000/- and Rs.12,50,000/- respectively were not actually given for these amounts and the cheques were not handed over to the defacto complainant. The cheques were used by Ravichandran for different amounts and for different purpose. Thus, there is a *prima facie* material to show that no consideration was passed as per the terms of the sale deed dated 04.10.2019 to the defacto complainant.

10.At the same time, this Court also finds from the reply given by the investigation officer, for the questions raised with regard to the cheques bearing Nos.607842, 607843 & 607844 said to have been issued by the defacto complainant to V.Ravichandran, M.S.Rajavarman, M.Thangamuniasamy, for Rs.15,00,000/- each, that these cheques were not at all used till the date of giving reply dated 20.12.2023. It is apparent that the cheques said to have been given by the defacto complainant to the aforesaid persons were not at all used till date. Therefore, there is a serious question arises as to whether the defacto complainant had paid the consideration at all to the aforesaid persons at the time of the execution of the sale deed dated 20.06.2019.



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11.The fact that the cheques mentioned and said to have been issued to the sellers towards sale consideration, through sale deeds dated 20.06.2019 and 04.10.2019 were not presented for collection/used by different persons for different aspect makes it clear that the sale deeds are only sham and nominal sale deeds. One more thing is that the defacto complainant claims that he paid Rs.70,00,000/- each to the accused 1 to 3. But the sale deeds dated 04.10.2019 & 03.12.2019 mention the sale amount as Rs.47,50,000/- and Rs.2,50,000/- respectively totalling Rs.50,00,000/-. This reaffirms that these sale deeds are only sham and nominal sale deeds.

12.It is seen from the other documents produced that on 23.12.2019 defacto complainant had entered into partnership agreement with one P.Kanagavel and P.Jayakumar for carrying on partnership business in the name and style of Munna Fireworks factories. He addressed a letter on 28.08.2020 to the District Revenue Officer and Additional District Magistrate for surrendering his Arms Act License in form II because of the partnership constitutional changes. As per the order passed by the District Collector and District Administrative Magistrate, dated 28.08.2020, in Ni.Mu.E2/15563/2020, the license granted in favour of the defacto



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complainant in form II license No.31 of 2019 for Munna Fireworks factories was cancelled. There is also consent given by Kanagavel, Ravichandran and Jayakumar for transferring form II license of Munna Fireworks factories in the name of Jayakumar. On 31.08.2020, Kanagavel, Ravichandran and Jayakumar executed a release deed whereby Ravichandran, namely the defacto complainant retired from the partnership firm with effect from 31.08.2020. On 25.11.2020, defacto complainant gave a letter stating that he is not a partner of Munna Fireworks factories and he has no objection for continuing the Munna Fireworks factories by P.Kanagavel and K.Jayakumar. He has also given no objection certificate on 09.01.2021 to transfer the license to K.Jayakumar with regard to Munna Fireworks factories. Thereafter he filed suit in O.S. No.118 of 2022 on the file of the Principal District Court, Virudhunagar, claiming that the sale deed dated 04.02.2019 is null and void and for other reliefs.

13.Consideration of the entire materials produced in this case shows that the consideration said to have been paid through the sale deeds dated 20.06.2019 and 04.10.2019 to the sellers are not true. When the basis of the defacto complainant's claim that he paid Rs.45,00,000/- to the accused 1 to 3



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is not evidenced from the records produced, the other claims that he was abducted and forced to execute the sale deed in favour of the fourth accused is questionable. Transfer of ownership of the property and license from the name of defacto complainant and the fourth accused had happened over a period of time and not in a day or two. There is a lot of delay in giving the criminal complaint. These inherent defects create a strong suspicion in the very basis of the prosecution case. Any further discussion on merits of the case would affect the investigation. Therefore, this Court consciously avoids discussing on the merits of the case.

14.However, in the light of the material inconsistency and contradictions discussed above, this Court is of the view that the petitioners are entitled to anticipatory bail with necessary conditions.

15.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 of receipt of a copy of this order, before the Learned **Judicial Magistrate No.II, Srivilliputhur** on condition that the petitioners shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand



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Only), each 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 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 Court concerned may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;

(b) the petitioners shall not tamper with evidence or witness either during investigation or trial;

(c) the petitioners shall report before the respondent police daily at 10.30 a.m. until further orders;

(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 conditions has 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]***; and;



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(f) if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

16. Accordingly, these petitions are allowed. Consequently connected miscellaneous petitions are closed.

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28.04.2023

Internet: Yes

Index: Yes/No

Speaking/Non speaking order

To:

1.The Inspector of Police

Srivilliputtur Town Police Station,
Virudhunagar District.

2.The Public Prosecutor,
High Court of Madras.



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G.CHANDRASEKHARAN, J.
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Pre-delivery Order in
Crl.O.P.(MD)Nos.5585, 6655 & 6656 of 2023

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