



Crl.O.P.No.17289 of 2023

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WEB C ~~RT~~ RMT.TEEKAA RAMAN, J.

The Petitioner, who apprehends arrest at the hands of the Respondent police for the offence punishable under Sections 120B, 406, 420 & 506 (2) IPC in Crime No.341 of 2023 on the file of the Respondent police, seeks anticipatory bail.

2.The case of the prosecution is that the Defacto Complainant one Vasudevan, retired from TNEB was carrying construction works and approached Financiers for getting loan, thereby he was approached by one Sasikumar through mediators viz., Sellappan and Pachamuthu. They informed him that they will arrange him Loan of One crore. For that purpose the Defacto Complainant Vasudevan has to execute a sale deed with respect to 4 acres 7 cents in S.No: 271/1 Land situated in Ammani Vellalar Village, Mettur Taluk, Salem District. Accordingly one loan agreement was executed on 27.10.2020 in favour of P.S.Sashikumar. Further the Defacto Complainant says he executed a Sale Deed on 29-10-2020 in favour of P.S.Sashikumar in Doc No: 3626/2020 and he admits that a sum of Rs.21,77,000/- was transferred to his Account and the Remaining Amount of Rs.78,23,000/- was not allegedly given to him as agreed. Meanwhile Vasudevan claimed that P.S.Sashikumar has executed a Sale Deed in favour of one N.Sathish, Son of Nallappan, Palapatty,



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Senganvalavu, Erumapatty Post, Edappadi Taluk, Salem District in Document No:4743/ 2020 dated 24-12-2020. Subsequently on 04-01-2021 in Document No:7/ 2021, the Sale Agreement was cancelled and on the same day a sale deed was executed in favour of one J.Kumar in Document No: 10/ 2021 dated 04-01-2021. Subsequently the said J.Kumar executed a Sale Agreement in favour of Accused No:11 (i.e.,) M.Sasikumar in Document No:22/ 2021. Subsequently on 31-08-2021 the Sale Agreement was cancelled and on the same day another fresh sale agreement was executed in favour of Accused No:11 (ie.,) M.Sasikumar. Subsequently, On 24-08-2022 the above Sale Agreement in favour of M.Sasikumar was cancelled and on the same day a Sale Deed was executed in favour of Accused No:11 (i.e.,) M.Sasikumar, Accused No:12 Ravi, Accused No:13 (ie.,) this Petitioner R.Lalitha in Document No: 4386/ 2022 and Accused No:14 Sekar have attested the Sale Deed as Witness. Further the Defacto Complainant claims on 25-08-2022 around 5 PM the Accused No:11 (i.e.,) M.Sasikumar, Accused No:12 Ravi, Accused No: 14 Sekar Committed criminal Intimidation. Hence the Defacto Complainant lodged a Complaint on 19-06-2023.

3.The learned Counsel for the Petitioner would submit that the Petitioner is a bonafide purchaser of the property and no overtact is attributed to



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her in FIR. Hence, the learned counsel for the Petitioner prays for grant of anticipatory bail to the Petitioner.

4.The learned Government Advocate (Crl. Side) for the Respondent would submit that already A11 granted Anticipatory Bail by the trial Court. He is vehemently opposed to grant anticipatory bail to the Petitioner.

5.Heard both sides and perused the materials available on record.

6.After hearing the learned counsel on either side, I find that the Defacto Complainant at the instance of A1 & A2 executed a sale deed dated 27.10.2020, on the promise that they will arrange loan for a sum of Rs.1 crore at the interest rate @ 3%. It is the further case of the prosecution that on 24.12.2020, another sale deed was came into force in favour of A8 after two years (ie) in the year 2022. This Petitioner and another Shasikumar are said to have purchased the land and sale deed was in favour of them. They in turn demanded Rs.2 crores from the Defacto Complainant, if he wants the land back. Hence, this Court is inclined to grant anticipatory bail to the Petitioner with certain conditions.

7.Accordingly, the Petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the **Judicial Magistrate**



Court II, Mettur on condition that the Petitioner shall execute a separate bond for a sum of **Rs.3,00,000/- (Rupees Three Lakhs 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 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;

[b] the Petitioner shall report before the Respondent Police, everyday at 10.30 a.m., for a period of three weeks and thereafter on every Saturday at 10.30 a.m., until further orders;

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

[d] the Petitioner 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 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 Kerala**



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[(2005)AIR SCW 5560].

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

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