



Crl.O.P.No.17541 of 2023

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WEB CRI 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(ii) of IPC in Crime No.342 of 2023 on the file of the Respondent police, seeks anticipatory bail.

2(a).The case of the prosecution is that Accused No.1 to 5 acted as brokers for getting Rs.1,00,00,000/- (One Crore Rupees only) from Accused No.6 at the rate of 1% interest on condition that the defacto complainant Mr.Arjunan have to execute a sale deed in favour of Accused No.6 in respect of a land measuring to an extent of 5.24 Acres. Initially, Accused No.1 to 6 had paid Rs.11,00,000/- to the defacto complainant, at the time of registration they were informed the defacto complainant that remaining cash will be paid through a finance company. But the remaining amount of Rs.89,00,000/- was not paid to the defacto-complainant. To resolve the said dispute one Kollapaati Kumar (Accused No.10), who acted as an agent. On negotiation in front of the said Kollapatti Kumar (A10), Accused No.6 agreed to re-execute the sale deed in the name of defacto complainant, on condition to pay a sum of Rs.45,00,000/-, further.



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2(b).It is the further case of the prosecution that the Accused No.10 arranged one Palanisamy (Accused No.11), who is a Financier, to give a sum of Rs.45,00,000/- to the defacto-complainant on the condition that he has to execute another sale deed in respect of land measuring to an extent of 2.23 Acres, in favour of this Petitioner/Accused No.12. After receipt of Rs.45,00,000/-, the defacto complainant had executed a sale deed in favour of this Petitioner. As promised to Accused No.11 the defacto-complainant was not able to repaid the money to the Accused No.11, hence the defacto-complainant executed a sale deed in respect of the land measuring to an extent of 5.24 acres in favour of Accused No.11 and based on the further instruction from the defacto-complainant, this Petitioner had executed 2.23 Acres to Accused No.11. This Petitioner acted as a middleman between the defacto-complainant and the Accused No.11. For payment of Rs.45,00,000/- the Accused No.11 had informed the defacto-complainant to excute a sale deed in favour of this Petitioner. Since the defacto-complainant had not repaid the money borrowed from the Accused No.11, on instruction the defacto complainant and this Petitioner had executed a sale deed in favour of Accused No.11 with respect to 2.23acres.

3.The learned Counsel for the Petitioner would submit that the



property of the defacto complainant is not in the hands of this Petitioner, the Petitioner had not gain any pecuniary advantage from the defacto-complainant and Accused No.11. The Petitioner is an innocent person and he is no way connected with the said alleged offence, his name was falsely implicated in the said case. Hence, the learned counsel for the Petitioner prays for grant of anticipatory bail to the Petitioner.

4.Learned counsel for the Petitioner who appeared for Petitioner/Accused No.12 had relied upon the order passed by the learned Judicial Magistrate No.II, Mettur in respect of Accused No.11, who was arrested and released on bail by order dated 27.07.2023 made in CrI.MP.No.1736 of 2023. In the said order the learned Trial Judge has observed as follows and released the accused on bail:

"Considering both side contention that the accused No.11 has admitted that he is bonafide financier and never intended to grab the property and also agreed to re-conveyance the property after settlement. On such admission, there is no need to investigate further in regard to the said case pertaining to this accused. The contention of the complainant that the accused has cheated the defacto-complainant by registered sale deed in his name, which also admitted by the accused also, hence no need further investigation. And also, stated that the accused having wife



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suffered from cancer, during remand the said fact told by the accused. On such ground this court has considered this application, this court is inclined to grant bail on condition."

5.The learned Government Advocate (Crl. Side) for the Respondent would submit that the learned Trial Judge has not appreciated the case in proper perspective and he is vehemently opposed to grant anticipatory bail to the Petitioner.

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

7.Taking into consideration the submission made by learned counsel on either side and the overtact attributed to A12 is serious in nature, this court is not inclined to grant Anticipatory Bail to the Petitioner and accordingly, this Criminal Original Petition is dismissed.

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