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Crl.O.P.No.17921 of 2023

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Reserved On	24.08.2023
Pronounced On	29.08.2023

RMT.TEEKAA RAMAN, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences under **Sections 406 & 420 of IPC in Crime No.99 of 2023** on the file of the respondent police, seeks anticipatory bail.

2. One Mrs.Jayanthi Marie Clara Vinnarasi and Mrs.Vasanthi Subramani, French Nationals were the owners of a property situated at No.81, Savarirayalu Street, Pondicherry, comprised in Ward-D, Block-13, T.S.No.76 admeasuring about 2852 sq.ft. of constructed house. The aforementioned Mrs.Jayanthi Marie Clara Vinnarasi and Mrs.Vasanthi Subramani had decided to sell the property and in course of the same decided to appoint a Power Agent.

3. The said Mrs.Jayanthi Marie Clara Vinnarasi and Mrs.Vasanthi Subramani constituted and appointed one Mrs.Rajathilagam, the accused herein, as their Power Agent vide



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Power of Attorney dated 12.08.2021 executed at France and adjudicated as No.201/2021 of the Office of the District Registrar, Pondicherry. Subsequently, the petitioner herein approached the said owners through the power agent with a view to purchase the said property and the sale price was fixed as Rs.2,70,94,000/-.

4. An agreement for sale for the said property was executed between Mrs.Rajathilagam, as Power of Agent of the owners and the *de-facto* complainant on 20.09.2021. Further, an advance amount of Rs.1,33,50,000/- paid to the accused herein on the following modes:-

- i. By case on 20.09.2021 as advance:Rs.50,00,000/-.
- ii. Vide Cheque bearing Nos.087594 and 007575 dated 25.10.2021 of Axis Bank, for total amount of:Rs.20,00,000/-.
- iii. Vide Cheque bearing Nos.087667 and 087666 dated 11.01.2022 of Axis Bank, for total amount of:Rs.23,50,000/-.
- iv. By cash on 28.10.2022 as advance:Rs.40,00,000/-.

Thus by the above said manner the *de-facto* complainant paid a total amount of Rs.1,33,50,000/- to the accused and the accused has



acknowledged the same in the said sale agreement.

5. As per the complaint, the petitioner/accused requested sometime to get sale deed executed in the name of the *de-facto* complainant herein. However, when the *de-facto* complainant came to know that one Rajaganapathy is demolishing the house in the said property and subsequently came to know that the sale has been effected by the owners of the property Viz., the french citizens in favour of the said person on 27.05.2022 and hence, he has approached the accused for refund of the advance amount paid Rs.1,33,50,000/- and as she was evading, he filed the above said complaint.

6. The learned counsel for the petitioner/accused would contend that she had received advance sale consideration from the *de-facto* complainant, however she has paid the same to the owners of the property and drawn my attention to the alleged receipt said to have been issued by the owners of the property regarding the advance amount of Rs.80,00,000/- received from the agent by the principle, attested by the notary public. And according to the



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petitioner, she only arranged the sale of the property in favour of the present owner by name Rajaganapathy, at the instance of the *de-facto* complainant.

7. Heard, the learned counsel for the intervenor/*de-facto* complainant.

8. According to the *de-facto* complainant, the petitioner/accused is the general Power of Attorney holder of the land and building. She had received Rs.1,33,50,000/-. However, the original owner has sold the property to the 3rd party and since the power agent has received the amount, he wants refund of the amount.

9. The learned counsel for the petitioner/accused relying upon the general Power of Attorney would stated that she has returned Rs.80,00,000/- to the original owner.

10. The learned Government Advocate (Crl.side) stated that the alleged receipt attested by the Power of Attorney is doubtful, signatures of the original owners is found to have been forged and further stated that the matter is under investigation.



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11. Considering the nature and gravity of the offence and also taking note of the fact that the petitioner has admittedly received Rs.1,33,50,000/- and the land has now been sold to Rajaganapathy directly by the land owners and it is a matter for investigation and further, as the accused is allied to one Perumal, who is permanently staying in abroad and hence, there is a possibility that the accused may fly to abroad and in view of the apprehension of the *de-facto* complainant that accused may not be available for investigation, this Court is not inclined to grant anticipatory bail to the petitioner.

12. Accordingly, this Criminal Original Petition is dismissed.

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