



Crl.O.P.No.18837 of 2023

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Orders Reserved on
25.09.2023

Orders Pronounced on
29.09.2023

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RMT. TEEKAA RAMAN., J.

The petitioner who is arrayed as A.3 apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 406, 420, 419, 468, 294(b) and 506(i) of IPC registered in Crime No.263 of 2023, seeks anticipatory bail.

2. The case of the prosecution is that on 03.07.2023, the complainant namely Nandakumar has been cheated by the 1st accused for fabricating the documents for executing a sale deed at Uthantti area comprising 2400 sq.ft. bearing Survey No.2/2B1 at VGP Golden Beach for sale consideration of Rs.61.50 lakhs. Out of the said amount, on 15.10.2022, the complainant has transferred Rs.7.5 lakhs by way of cheque to the first accused and an amount of Rs.7.5 lakhs was transferred by the defacto complainant's relation Mrs.Jayakumar by way of cheque. Further, on the subsequent demand, the complainant has give cash of Rs.10 lakhs. Thereafter, the complainant has came to know that the amount has been



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looted by A.1 & A.2 on promise of executing the said land. A.1 & A.2 has been foul played impersonating with forged documents in the name of Earnest Desai who is the actual owner of the said land.

3. The learned counsel for the petitioner would submit that he has not received any amount and it is only A.1 & A.2 who received the amount from the defacto complainant.

4. The learned counsel for the intervenor would contend that the very same petitioner has moved anticipatory bail before the learned Principal Sessions Judge, Chennai in Crl.MP No.18157 of 2023 and the same was dismissed on 31.07.2023.

5. Heard the learned counsel for the petitioner as well as the intervenor, the learned Government Advocate (crl.side) and perused the records.

6. On perusing the records, I find that this petitioner/A.3 alongwith the other accused, under the guise of selling a land property bearing Plot No.703, S.No.2/2B1, admeasuring 2400 sq.ft. At VGP Gold Beach Layout, Uthandi received a sum of Rs.25 lakhs from the defacto complainant and entered into Joint Venture/Sale Agreement dated 22.11.2022. However, even



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after repeated request, the accused failed to execute Sale Deed. On verification, it came to light that the accused, by impersonating the original owner of the said property, entered into a forged Joint Venture Agreement with the defacto complainant and cheated him. When the defacto complainant demanded the accused to return the amount, he was threatened by the accused with dire consequences.

7. Considering the nature and gravity of the offence, the specific overtact against the petitioner that he had entered into a forged Joint Venture Agreement with the defacto complainant and cheated him and also the money transaction take place between A.1, A.2 & A.3, as stated by the intervenor, the fact that the investigation is in the preliminary stage, I am not inclined to grant anticipatory bail to the petitioner for the present, with a liberty to file fresh application after passage of time or change in circumstances.

8. Accordingly, this Criminal Original Petition is dismissed.

29.09.2023

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