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Crl.O.P.No.19999 of 2023

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Reserved On	04.09.2023
Pronounced On	12.09.2023

RMT.TEEKAA RAMAN, J.

It is a case of on-line rental fraud. The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences under **Sections 294(b), 419, 406, 420 & 506(i) IPC & 120 B of IPC in Crime No.154 of 2023** on the file of the respondent police, seeks anticipatory bail.

2. The petitioner is arrayed as A2. The case of the prosecution is that 1st accused, who is a tenant under the *de-facto* complainant, acted as an owner of the flat and without the knowledge of the *de-facto* complainant, attempted to let out the said portion to one Sandhiya Gracy. Hence, the case has been registered.

3. The learned counsel for the petitioner would state that the 1st accused, who is the husband of this petitioner was arrested and remanded to judicial custody on 01.07.2023 and subsequently, enlarged on bail on 13.07.2023 in Crl.M.P.No.1993 of 2023 by the



CrI.O.P.No.19999 of 2023

learned Judicial Magistrate No.II Alandur.

4. The learned Government Advocate (CrI.side) would state that the *de-facto* complainant is the owner of the flat in Block-1, B-3, Vishranti Mistral Apartment, Sholinganallur, Chennai – 119 and the accused 1 and 2 approached her for taking it on lease. She had given possession to them, but they refused to come forward to execute the lease deed and thereafter, they have not paid the advance amount or the monthly advance.

5. A1 & A2 were introduced to the *de-facto* complainant by one Mr.Navtej Singh (Bhangra restaurant owner) on 03.11.2021. In order to meet her family expenses, she agreed to rent the flat and they had agreed to give Rs.80,000/- as advance and Rs.25,000/- as rent and maintenance will be paid monthly towards rent. However, they have not given the advance amount nor executed the lease agreement. Subsequently, when she was enquiring about the same, the *de-facto* complainant came to know from the watchman of the apartment that some other persons have entered into a lease-cum-rental agreement with the accused herein and on enquiry, she came



Crl.O.P.No.19999 of 2023

to know that the petitioner and her husband/A1 in the crime No.154 of 2023, have projected themselves as the Flat owner and gave an advertisement in Nobroker.com and they listed the property for Rs.5,00,000/- lease by claiming to be the owners of the property and taken Rs.2,00,000/- in advance from one Sandhya Gracy, wherein she has also shown a document and hence, she gave the present complaint.

6. On perusal of the bail order passed by the learned Judicial Magistrate No.II, Alandur, it remains to be stated that the A1/Lakshminarasimhan, husband of A2 (the petitioner herein) has filed O.S.No.36 of 2023 before the Additional District Munsif Court, Alandur. On perusal of the documents filed, I do not find any lease-cum-rental agreement as claimed by the accused herein.

7. The learned Judicial Magistrate No.II, Alandur, by an order dated 13.07.2023 made in Crl.M.P.No.1993 of 2023 has granted bail to the A1(husband of the petitioner herein) after 13 days of remand.

8. After perusing the order, this Court is not expressing



CrI.O.P.No.19999 of 2023

any opinion except to say that in future, the learned Magistrate shall be more diligent and sincere in attending the seriousness of the allegations and thereafter, to grant bail in bail applications.

9. In the instant case, the Investigation Officer has filed the statement of Santhya Gracy and another Selvi.Monisha to the extent that they have seen the advertisement in the Nobroker.com website by the accused A1 & A2, in respect of the petitioner property as stated therein and they went into the house and found Trivanna/petitioner herein, who had introduced herself as owner of the Flat and also received a sum of Rs.2,00,000/- as an advance for giving the property on rent and promised that they would give delivery by June. So is the case of the Sandhya Gracy and hence, I find that the petitioner herein has actively participated in reshipping the property of the *de-facto* complainant by projecting herself as the owner of the flat and tried to lease out the property through on-line rental advertisement in Nobroker.com and collected Rs.2,00,000/- + Rs.2,00,000/-=Rs.4,00,000/- from the two prospective persons and hence, considering the active role and participation of the petitioner



Crl.O.P.No.19999 of 2023

herein, i am not inclined to grant the relief of anticipatory bail to the petitioner.

10. With regard to the grant of bail to A1 in Crl.M.P.No.1993 of 2023, the investigation officer shall take necessary steps in accordance with law as against the order granted by the learned Judicial Magistrate.

11. With these observations, this Criminal Original petition is dismissed. Registry is directed to sent a copy of this order to the learned Judicial Magistrate No.II, Alandur as well as to the learned Additional District Munsif, Alandur to place it on record in Crl.M.P.No.1993 of 2023 and O.S.No.36 of 2023 in the respective bundles for taking note of the respective events.

12.09.2023

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Crl.O.P.No.19999 of 2023

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Crl.O.P.No.19999 of 2023

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