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CRL.O.P.No.26920 of 2022
and Crl.M.P.No.17499 of 2022

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T.V.THAMILSELVI,J.

The petitioner, who apprehends arrest for the alleged offence punishable under Sections 406 and 420 of IPC in Cr.No.54 of 2022, seeks anticipatory bail.

2.The case of the prosecution is that the defacto complainant approached the petitioner herein in the year 2018 intending to purchase the property for establishing a world class Hospital and the petitioner was also agreed to sell the property to the defacto complainant. A Memorandum of Understanding dated 29.08.2018 is entered into holding the sale consideration of the said property of Rs.130 Crores.

The conditions of the M.O.Us., are

(i) Rs.5 Crores shall be paid at the time of signing the M.O.U., in favour of the Indian Overseas Bank, Peters Road Branch, Chennai by the defacto complainant.



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(ii) Rs.20 Crores in favour of the petitioner before 30th September 2018. After this payment the petitioner will arrange transfer forms for all the shares to be deposited with the petitioner.

(iii) Rs.66 Crores shall be paid to Indian Overseas Bank, Peters Road Branch, by the defacto complainant on or before 15.10.2018.

(iv) Balance consideration of Rs.39 Crores shall be paid to the petitioner on or before 31.10.2018.

3.The learned counsel for the petitioner submits that defacto complainant paid Rs.5 Crores directly to the Indian Overseas Bank, Peters Road Branch, in favour of the property but however he was unable to pay the 2nd payment of Rs.20 Crores before 30.09.2018 towards the sale consideration as per the terms of the M.O.U. Dated 29.08.2018 due to which, the petitioner was unable to proceed further with the sale transaction. The defacto complainant failed to honour the terms of M.O.U., and thus committed a breach of M.O.U., dated 29.08.2018. The complainant put the petitioner into significant financial crisis as he had lost all the other potential buyers of the above mentioned property. The petitioner filed a suit



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before the Hon'ble High Court, Chennai claiming damages as against the defacto complainant in A.No.2481/2022 in C.A. Suit S.R.No.21264 of 2022 which is pending before the Master Court. Now the defacto complainant lodged a complaint before the respondent police demanding payment of Rs.5 Crores. A case was registered against the petitioner in Cr.No.54 of 2022 for an alleged offence U/s.406, 420 IPC.

4.He further states that he has already filed Anticipatory Bail before the Hon'ble High Court, Chennai. An order was passed in Crl.O.P.No.10607 of 2022 and Crl.M.P.No.6370 of 2022 on 12.08.2022 granting anticipatory bail to the petitioner with one of the conditions:

(i) that the petitioner is directed to pay a sum of Rs.2,50,00,000/- directly to the defacto complainant by way of Demand Draft within a period of four weeks from the date on which the order copy made ready on such payment the petitioner is ordered to be released on bail in the event of arrest or on his appearance before the learned Judicial Magistrate No.I Tambaram on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- with two sureties each for a like sum to the



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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 automatically dismissed.

5.Pursuant to that, the petitioner had moved petition for modification before this Hon'ble Court that the amount is huge which the petitioner will not be able to raise this amount as he or his company had not directly received any amount from the defacto complainant which was dismissed before this Hon'ble Court in Crl.M.P.No.14209 of 2022 on 14.09.2022. The petitioner moved SLP before the Hon'ble Supreme Court which was also rejected in Dairy No.30126 of 2022 in SLP (Crl) No.008999 of 2022 on 10.10.2022. He further submitted that already he was complied the part of the order of Anticipatory Bail granted in Crl.O.P.No.10607 of 2022 and Crl.M.P.No.6370 of 2022 on 12.08.2022 by paying the Rs.2.5 Crores. Hence, he seeks anticipatory bail to the petitioner.

6.The learned counsel for the Intervener raised objections stating that as per the MOU, the Defacto Complainant paid Rs.5,00,00,000/- to the petitioner but he failed to comply with the MOU. Further more, he



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transferred the same property to the third party and received a sum of Rs.8,00,00,000/- and defaulted. For which, the third party approached the NCLT and the same was pending. The petitioner has mainly cheated the defacto complainant who is a Doctor by Cardiologist, Hence, he raised strong objections and prayed to issue some security for the remaining hard earned money of Rs.2.50 crores.

7. On seeing the facts, this Court has granted Anticipatory Bail to the petitioner by an order dated 12.08.2022 in Crl.O.P.10607 of 2022 with the condition to deposit Rs.2.50 Crores. Thereafter, the petitioner filed petition for modification for above order in Crl.M.P.No.14209 of 2022 which was dismissed by this Court by an order dated 14.09.2022 following which the petitioner filed an SLP.No.008999 of 2022 and the same was dismissed on 10.10.2022 in Diary No.30126 of 2022 which was implicated on him as per the earlier bail order. The defacto complainant filed Crl.M.P.No.15709 of 2022 in Crl.O.P.No.10607 of 2022 for cancellation of anticipatory bail which was disposed of with the observation that in view of non compliance of conditions the anticipatory bail stands automatically dismissed. Then the petitioner filed Miscellaneous Application No.1825 of



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2022 in S.L.P.No.008999 of 2022 for extension of time and the same was allowed on 21.10.2022 and extended the time till 10.11.2022 to comply with the condition of order dated 12.08.2022. Hence the petitioner filed this petition.

8. On considering the gravity and nature of the offence as well as the facts of the case reveals that at earliest point of occasion, the petitioner has not complied with the order passed by this Court dated 12.08.2022. By challenging the said order, the petitioner had preferred SLP No(s).8999 – 9000/2022 before the Hon'ble Supreme Court. On 10.10.2022, Hon'ble Supreme Court dismissed the said application, directing the petitioner to pay a sum of Rs.2,50,00,000/- to the defacto complainant. Thereafter, the petitioner had not complied with the order, the defacto complainant filed CrI.M.P.15709 of 2022 to cancel the Anticipatory Bail and since the petitioner had not complied the earlier order, the order was cancelled on 18.10.2022. Again the petitioner approached the Hon'ble Supreme Court on 21.10.2022 which has extended time to pay a sum of Rs.2.50 Crores till 10.11.2022. Thereafter, petitioner produced Demand Draft for Rs.2.50 Crores in favour of the Crime No.54 of 2022. However,



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this Court suggested the petitioner to provide security for remaining Rs.2.50 Crores. Now, based on the above said two Supreme Court orders, the learned counsel for the petitioner submitted that he has no need to show any security and prayed for the Anticipatory Bail.

9.As discussed above, earlier this Court by an order dated 12.08.2022 granted Anticipatory bail to the petitioner with certain conditions. Thereafter, the petitioner has not complied with the conditions as imposed by this Court as per order dated 12.08.2022. Therefore the defacto complainant filed the petition to cancel the anticipatory bail and the same was cancelled by an order dated 18.10.2022. Even in the Apex Court order dated 21.10.2022, time was extended only with regard to payment alone. But the Anticipatory Bail order was already cancelled on 18.10.2022. Hence, as on date the earlier Anticipatory Bail order is not in force. Therefore, the petitioner has to file the fresh anticipatory bail application to get an Anticipatory Bail.



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10. Further, the petitioner failed to comply the terms of MOU.

Apart from that, the petitioner failed to comply with the conditions of earlier anticipatory bail order dated 12.08.2022. Therefore, on seeing the conduct of the petitioner, if anticipatory bail granted to petitioner, he may tamper the evidence. Hence, this Court is not inclined to grant anticipatory bail to the petitioner.

11. Accordingly, this Criminal Original Petition is dismissed.

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