



Crl.O.P.No.21131 of 2023

Orders Reserved on
15.09.2023

Orders Pronounced on
20.09.2023

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RMT. TEEKAA RAMAN.,J.

Sole petitioner who is the accused herein apprehends arrest at the hands of the respondent police for the alleged offences punishable u/s. 420 IPC registered in Crime No.74 of 2023, seeks anticipatory bail.

2. The case of prosecution is that the defacto complainant had purchased the property at Ambattur for a sum of Rs.54 lakhs, the defacto complainant paid Rs.9,62,000/- as advance and thereafter he paid the entire sale consideration and registered the document in favour of the defacto complainant's wife Seeniammal and defacto complainant on 31.08.2012 at Villivakkam, Konnur Sub Registration Office. Thereafter, the defacto complainant requested the documents of the house, but the petitioner had delayed the documents. However, in the year 2020, the petitioner had given the builder agreement, plan approval and parent document, wherein the sale consideration is mentioned as Rs.30,14,000/- and only one house has been approved in the 2nd floor of the building by the CMDA and the same was



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enquired before the petitioner, he had not given proper reply and later he threatened the defacto complainant with dire consequences. Therefore, the defacto complainant had requested the respondent police to provide sum of Rs.72,00,000/- or alternative site from the petitioner.

3. The learned counsel for the petitioner would contend that he is nothing to do with the sale transaction between the Power Agents of the original land owner Grandhi Parvathy and the defact complainant; that he is not involved in the transaction despite constructing the building as agreed between the petitioner and the defacto complainant; that the petitioner had completed the construction 12 years before and now the defact complainant has come forward with the allegation that there is a deviation in the construction for an extent of 824 sq.ft.; that possession of the property has been handed over 11 years ago and the defacto complainant is residing in the same address and has filed a complaint for provision of alternative site or to pay for the value of the building.

4. The learned Government Advocate (crl.side) submitted that the complaint has been preferred by the defacto complainant under Section



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156(3) Cr.P.C. before the Judicial Magistrate No.I, Poonamallee in Crl.OP No.3914/2023; that the matter is under investigation; that copy of the sale deed entered into between the Grandhi Parvathy through Power Agent R.Senthil Kumar with the defacto complainant and the construction agreement entered into between the petitioner and the defacto complainant dated 28.03.2012 has been filed.

5. As per the schedule of the property, the construction has to be completed with 1136 sq.ft in the Second Floor, Plot No.S2. The uncontroverted allegations in the FIR is that the building has been handed over 11 years ago. As per the complaint, it appears that the defacto complainant has availed loan and also repaid the loan. After a period of 11 years, he now come with an allegation that a portion of the construction is unauthorised. As per the building agreement, extent of square feet is already mentioned. Now, he has alleged that there is deviation in the said construction.

6. Considering the rival submissions made by the parties and the fact that possession has already been handed over 11 years ago; that the



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defacto complainant has also repaid the loan availed by him, this Court is of the considered view that custodial interrogation of petitioner is not necessary and inclined to grant anticipatory bail to the petitioner. Therefore, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy is made ready, before the learned **XIII Metropolitan Magistrate, Egmore, Chennai**, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties each for a like sum to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner and the sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

[b] the petitioner shall report before the respondent police on Saturday at 10.30 a.m., until further orders;

[c] the petitioner shall not tamper with evidence or witness either during investigation or trial.



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[d] the petitioner shall not abscond either during investigation or trial.

[e] On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in P.K.Shaji vs. State of Kerala [(2005)AIR SCW 5560]. [f] If the accused thereafter absconds, a fresh FIR can be registered under Section 229A IPC.

20.09.2023

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RMT. TEEKAA RAMAN., J.

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Per-Delivery order in
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