Crl.O.P.No.21361 of 2023

C.V.KARTHIKEYAN, J.

The petitioners/A1 and A2 who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 of IPC in Crime No.75 of 2022, seek anticipatory bail.

2.The case of the prosecution is that the defacto complainant who had acquaintance with the 2nd accused wanted to purchase a property and the 2nd accused had stated that his father / 1st accused has land at Sriperumbudur and stated that the said property could be purchased by the defacto complainant. It is stated that trusting the words, the defacto complainant also agreed, but it was found that the property was under mortgage. However, the property was purchased and thereafter the agreement was that the sale consideration should be used to discharge the mortgage. Thereafter, to put up a construction, a loan was also obtained from the Punjab National Bank for a sum of Rs.20,00,000/-.

3. It is stated that thereafter an agreement of sale had been created by the accused persons, wherein, it is very specifically stated in the complaint lodged before the respondent that the signature of the defacto complainant had been forged. On the basis of that particular agreement, a tripartite agreement was again registered and again it is very specifically contended by the defacto complainant that his signature had been forged in the tripartite agreement. The 3rd and 4th accused are bank officials, who according to the defacto complainant had connived in the entire incident to cheat the defacto complainant. He had got the property, which is not worth what it was projected. He had lost his money and today is repaying the mortgage on the property for a loan which he had not obtained.

4.I am not able to understand why the Investigating Officer had not taken the 3rd and 4th accused into custody though they are the employees of Punjab National Bank.

5.The learned counsel for the petitioner stated that the defacto complainant had obtained the loan and it was his responsibility to repay the loan amount to the bank and therefore, the petitioners herein / A1 and

A2, cannot be charged with any offence of attracting Section 420 IPC. It is stated that the defacto complainant had signed the documents with opened eyes. It is also stated that he is working as an IT professional and therefore, he knows about all these transactions.

6.However, on the side of the defacto complainant, it is stated that the property which is worth around Rs.6,00,000/- was projected as if it was worth about Rs.16,00,000/- and thereafter, much insistence was made on the agreement of sale, in which the signature of the defacto complainant is alleged to have been forged and the tripartite agreement, in which also the signature is alleged to have been forged.

7.Since the issue involves forgery, investigation will have to be done by taking specimen signatures and by also examining the specimen signatures with the signatures as found in the documents to establish whether there is an actual forgery. The trail of money will have to be examined. For all purposes, further investigation is required.

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smv

8.Taking into consideration the facts and circumstances of the case, this Court is not inclined to grant anticipatory bail to the petitioners. Accordingly, this criminal original petition stands dismissed.

9.However, a direction is given to the Investigating Officer to secure the 3rd and 4th accused and report compliance by 03.11.2023, failing which, strictures will be passed against the Investigating Officer that, he is incapable and incompetent to investigate the case.

10.Post the matter once again on 03.11.2023 under the caption for reporting compliance.

11.10.2023

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