

Crl.O.P.No.30974 of 2022

T.V.THAMILSELVI, J.

The petitioner who apprehends arrest for the alleged offence under Sections 120B, 406 and 420 of IPC in Cr.No.04 of 2022 on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that A1 and petitioner/A2 are husband and wife. The disputed property was originally owned by A1. He mortgaged the said property with IDBI Bank and availed loan. Thereafter, he committed default as such the entire loan account became Non-Performing Asset. A1 and A2 approached the defacto complainant for redemption of the said property, on condition that they will sell the property in their favour. Pursuant to that, Defacto complainant paid a sum of Rs.1,96,00,000/- to the Bank and Rs.20,00,000/- as advance to A1 for redemption of the said property which were mortgaged by A1. Thereafter, instead of execution of Sale Deed in favour of the defacto complainant, the first accused settled the property in favour of A2/petitioner herein. In turn, she executed a sale agreement in favour of A3. Thereby, the defacto complainant lodged a complaint against the petitioner.



3.The learned counsel appearing for the petitioner submits that as per the earlier order dated 23.01.2023, the petitioner/A2 cancelled the settlement deed on 25.01.2023 which was executed in her favour by A1. He further submitted that the copy of the cancellation of the Settlement Deed also produced before this Court. Hence, he prays to grant anticipatory bail to the petitioner.

4.During the pendency of the case, the Settlement Deed was cancelled. However, the learned counsel for the Intervenor raised objections stating that the charge sheet has been filed against the accused persons. He further submitted that the petitioner and her husband evaded the Court summons. Hence, he opposed for granting anticipatory bail to the petitioner.

5. Considering the facts and circumstances of the case and also the fact that the petitioner has cancelled the Settlement Deed, to that effect he enclosed the copy of the aforesaid Settlement Deed. Hence, this Court is inclined to grant anticipatory bail to the petitioner.



6. Accordingly, the petitioner is ordered to be released on anticipatory bail in the event of arrest or on her appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned ***Judicial Magistrate No.VII, Coimbatore***, on condition that the petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten Thousand Only)** with two sureties (one surety must be blood related surety) each for a like sum to the satisfaction of the respondent police or the police officer who intends to arrest or to the satisfaction of the learned Magistrate concerned 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 Court concerned may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity;

(b) the petitioner shall report before the trial Court every Tuesday at 10.30 a.m. for a period of four weeks apart from the trial Court hearings;

(c) the petitioner shall not tamper with evidence or witness either during investigation or trial;

(d) the petitioner shall not abscond either during investigation or trial;

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WEB COPY (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 anticipatory 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]*; and;

(f)if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

13.02.2023*dk*

To
The Judicial Magistrate No.VII,
Coimbatore,

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