



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Date : 07/03/2023

PRESENT

The Hon'ble Mr. Justice G.K. ILANTHIRAIYAN
CRL OP(MD) Nos. 1975 & 1986 of 2023

WEB COPY

1. Rajesh

2. Bharathi

... Petitioners/Accused Nos. 2 & 3
in Crl.O.P(MD) No. 1975 of 2023

Vennila

... Petitioner/Accused No. 1
in Crl.O.P(MD) No. 1986 of 2023

Vs

The State Rep. by
The Inspector of Police,
Keelavalavu Police Station,
Madurai District.
(In Crime No. 14 of 2023).

... Respondent/Complainant in both Crl.O.Ps'

M. Nagarajan

... Petitioner/ Intervener
in Crl.M.P.Nos. 2304 & 2289 of 2023

For Petitioners : Mr. R. Maheswaran, Advocate
(In Crl.O.P(MD) No. 1975/2023)

For Petitioner : Mr. C. Susi Kumar, Advocate
(In Crl.O.P(MD) No. 1986/2023)

For Respondent : Mr. B. Thanga Aravindh
(In both Crl.O.Ps') Government Advocate (Crl.Side)

For Intervenor : Mr. A. V. Arun, Advocate
(In both Crl.O.Ps')

PETITION FOR ANTICIPATORY BAIL Under Sec. 438 of Cr.P.C

COMMON PRAYER :-

For Anticipatory Bail in Crime No. 14 of 2023 on the file of
the respondent Police.

COMMON ORDER : The Court made the following common order :-

The petitioners/accused Nos. 1 to 3, who apprehend arrest at the
hands of the respondent police for the offences punishable under
Sections 406 and 420 of I.P.C r/w Section 4 of the Tamil Nadu

<https://www.sectia.com/judis>



Prohibition of Charging Exorbitant Interest Act in Crime of 2023 on the file of the respondent police, seek anticipatory bail.

2. The case of the prosecution is that the defacto complainant borrowed a sum of Rs.5,00,000/- from the first accused for interest in the year 2016 for running his business. For security purposes, he executed a sale deed in favour of the first accused on 07.11.2016 in respect of the property in Survey No.135/7 measuring 35 cents. Thereafter, the defacto complainant borrowed a loan for a sum of Rs.60,00,000/- from South Indian Bank. Since the first accused offered her property for getting a loan from the Bank, the defacto complainant's father executed a registered sale deed for security purposes. After two years, the first accused demanded Rs.16,00,000/- including the interest and principal amount for the amount borrowed. The defacto complainant also agreed to pay the amount and the same was reduced in writing by way of an agreement, dated 29.10.2019. As per the agreement, the defacto complainant has to redeem the first accused's property from the South Indian Bank and hand over the same and also to pay a sum of Rs.16,00,000/- to the first accused. In turn, the first accused has to re-execute two properties which were sold to her. As per the agreement, the defacto complainant said to have repaid the amount as well as handed over the property, but the first accused refused to reconvey the properties. On the other hand, the first accused along with the other accused threatened the defacto complainant. Hence, the complaint.

3. Heard the learned counsel appearing on either side and perused the materials available on record.

4. It is seen that the defacto complainant borrowed a sum of Rs.5,00,000/- from the first accused and executed a sale deed in favour of the first accused in the year 2016. Now, the defacto complainant lodged the complaint, as if the sale deed was executed for security purposes. Therefore, the entire allegations are civil in nature and the defacto complainant ought to have challenged the same in the manner known to law. Therefore, the custodial interrogation of the petitioners is not required and this court is inclined to grant anticipatory bail to the petitioners, with certain conditions:

5. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date on which the order copy made ready, before the learned Judicial Magistrate, Melur, on condition that the petitioners shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) each with two sureties 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, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:



[a] the petitioners 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.

WEB COPY [b] the petitioners shall report before the respondent Police as and when required for interrogation.

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

[d] the petitioners 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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.

sd/-
07/03/2023

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/ 03 /2023
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

ps

TO

1. The Judicial Magistrate, Melur.
2. -do-Through The Chief Judicial Magistrate, Madruai.
3. The Inspector of Police,
Keelavalavu Police Station,
Madurai District.
4. The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.

ORDER
IN
CRL OP(MD)Nos.1975 & 1986 of 2023
Date :07/03/2023

RD/SAR-IV (13/03/2023) 3P 5C

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