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Crl.OP(MD)No.13246 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)
Dated: 05/09/2023

THE HON'BLE MR JUSTICE G.ILANGO VAN

Crl.OP(MD)No.13246 of 2023

Aravindh Appadurai

... Petitioner/ Accused 2

Vs.

The State rep. by
The Inspector of Police,
Central Crime Branch,
Madurai City.
(In Crime No.25 of 2020)

... Respondent/ Complainant

For Petitioner : Mr.M.JOTHI BASU, Advocate

For Respondent : Mr.B.NAMBISELVAN
Additional Public Prosecutor

For Intervenor : Mr.K.NAVANEETHARAJ, Advocate

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

PRAYER:-For Anticipatory Bail in Crime No.25 of 2020 on the file of the Respondent Police.

ORDER: The Court made the following order:-

The petitioner, who is arrayed as A2 apprehends arrest at the hands of the respondent police for the offences punishable under sections 419, 420, 465, 468, 471, 474, 506(i) and 120(B) IPC, in Crime No.25 of 2020 on the file of the respondent police,



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seeks anticipatory bail.

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2.The case of the prosecution is brief:-

The de-facto complainant lodged a complaint stating that she is owning three residential houses and one Banumathi, who belongs to her village approached her stating that two of the houses are required by the Government officials for rent and for working. On her request, she visited Madurai Sub Registrar Office, on 17/09/2019. In that place, one Ravi and Ganeshan were introduced by Banumathi to her. She signed in two separate othi documents. Believing the words of Banumathi only, she signed in the above said documents. Later she came to know that she was cheated by the above said Banumathi as if she executed the sale deed in favour of Banumathi and her daughter and another document as if she received Rs.18,00,000/- as othi amount. She also came to know that a false complaint has been given before Srivaikundam Police Station as if original documents were missing. But actually, she did not give any such complaint. When the above said illegal activity came to her notice, Banumathi and others absconded. The sale was also cancelled by her, on 23/09/2019. She was also criminally intimidated by the above said Banumathi through phone. On the basis of the above said complaint, a case was registered against the above said Banumathi, Aravindh Appadurai, Ganesan and Praveen for the offence under section as stated above.



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Appadurai.

3. Seeking anticipatory bail, this petition has been filed by A2-Aravindh

4. Heard both sides.

5. The earlier application filed by Banumathi and others came to the dismissed repeatedly by this court. Now this petition has been filed on the ground that a compromise has been reached between the parties out of the court. On the basis of the compromise reached between the parties, A1 was granted bail, on 23/08/2022. On 12/10/2022, A1 was also cancelled the mortgage deed. A compromise quash petition was also filed in Crl.OP(MD)No.18793 of 2022.

6. Finding that, a compromise has been reached between the parties, the learned Additional Public Prosecutor was required to verify whether any compromise has been reached between the parties. On that account, interim protection was granted to the petitioner. A1 was also directed to be present before this court, since, it was submitted by the de-facto complainant that the above said terms of compromise has been violated by A1. So far, he has not vacated the house and handed over the key to the de-facto complainant.

7. On that account, the matter was repeatedly adjourned and A1 and the de-facto complainant were also heard. A new plea has been made by the petitioner stating that in view of the compromise reached, the de-facto complainant must give



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money. But that was not paid by her. Even though, key was handed over to the de-facto complainant, the above said compromise could not be finalized. By violation of the terms of compromise by A1, the anticipatory bail that was granted to A1 is liable to be cancelled and for that, liberty is granted to the de-facto complainant to take appropriate action. So far as this petitioner is concerned, the earlier application was dismissed on merits. Even though, now it has been stated that compromise has been reached, but there is violation.

8.The de-facto complainant has stated in the intervening petition that as per the terms of compromise, she has to pay a sum of Rs.2,00,000/- and the civil suit must be withdrawn. Later, after A1 come out on bail, she and this petitioner received Rs.2,20,000/- and the mortgage deed was also cancelled, but failed to withdraw the civil suit.

9.As mentioned earlier, A1 disputed the very same document that was signed by her stating that when she was in prison, the above said document was obtained under force. Even though, the document reads that Rs.21,50,000/- must be paid by the de-facto complainant, in the intervening petition, it has been wrongly stated that as if Rs.2,20,000/- was agreed to be paid and that was also paid.

10.Now whatever it may be, in view of the violation of the terms of compromise, I am of the considered view that this petitioner is not entitled for



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anticipatory bail.

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11.In the result, this criminal original petition is dismissed.

sd/-
05/09/2023

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

ER
TO
1 THE INSPECTOR OF POLICE,
CENTRAL CRIME BRANCH,
MADURAI CITY.

2 THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

+1 CC to M/s.G.M.LAW OFFICE, Advocate (SR-13188[I] dated 05/09/2023)

ORDER
IN
CRL OP(MD) No.13246 of 2023
Date :05/09/2023

SA/VR/SAR. /11.09.2023/5P/4C

Madurai Bench of Madras High Court is issuing certified copies in this format from 17/07/2023.