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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Date : 01/02/2023

PRESENT

The Hon`ble Mr.Justice A.D.JAGADISH CHANDIRA

CRL OP(MD). Nos.17161, 14961 and 17162 of 2022

Vijayalakshmi ... Petitioner/Accused No.1
in Crl.O.P.(MD)No.17161 of 2022

1.Rahaventhana
2.Jeyaprakash
3.Palraj ... Petitioner/Accused No.A2, A6 & A7
in Crl.O.P.(MD)No.14961 of 2022

Mani Megalai ... Petitioner/Accused No.5
in Crl.O.P.(MD)No.17162 of 2022

Vs

1.The State rep.by,
The Inspector of Police,
Pandalgudi Police Station,
Virudhunagar District.
Crime No.68 of 2022 ... Respondent/Complainant
in all petitions

2 Gopalasamy ... Intervener/Defacto Complainant
In CRL MP(MD)No.10536 of 2022
IN CRL OP(MD)No.14961 of 2022

For Petitioner : M/s.Ramasamy.S, Advocate.
In CRL OP(MD)No.17161 & 14961 of 2022

For Petitioner : M/S.P.ROHINI, Advocate
in CRL OP(MD)NO.17162 of 2022

For Respondent : Mr.A.Albert James,
Government Advocate (Crl.Side)
(in all cases)

For Intervenor : Mr.N.Mohideen Basha, Advocates
In CRL MP(MD)No.10536 of 2022
IN CRL OP(MD)No.14961 of 2022



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

COMMON PRAYER :-

For Anticipatory Bail in Crime No.68 of 2022 on the file of the respondent Police.

COMMON ORDER : The Court made the following order :-

The petitioners/A1, A2, A5 to A7, who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 465, 468, 471, 406, 420 and 120B of I.P.C., in Crime No.68 of 2022 on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution, as per the defacto complainant namely, Gopalsamy, that he had given an amount of Rs.11,80,000/- and the first accused had given an amount of Rs.20 lakh and both of them purchased the property measuring 53 cents in S.No.14/8B at Velayuthapuram Village, Aruppukottai Taluk, Virudhunagar District, from one Victor. The further allegation is that the original document is with him and both of them agreed that when the property would be sold, each would share their respective profit based on their investment amount. Whiles, the petitioner suppressed the fact that the original document is with the defacto complainant, had given a false complaint as if the documents were lost and obtained Non-traceful Certificate. Thereafter, she settled the property in favour of her son. Thereby, fraudulently defeated the right of the de-facto complainant.

3.When the matter is taken up for hearing, the learned counsel for the petitioners and the learned counsel for the de-facto complainant would submit that this Court, by order dated 06.12.2022, had referred the matter for mediation. The dispute has been settled between the parties and they have also entered into a memorandum of undertaking before the mediation, which reads as follows:-

"..A.Both the parties amicably came forward to settle the matter before the Mediation and Conciliation Centre attached to the Madurai Bench of Madras High Court on 19.01.2023.

B.It is agreed between the parties that out of 53 cents of disputed property, 17 cents of land belongs to de-facto complainant Gopalasamy and 36 cents of land belongs to the first accused Vijayalakshmi.

C.It is agreed between the parties to sell the entire 53 cents of land to any interested purchaser, and out of the sale consideration, the sale



consideration of 17 cents of land should be paid to the de-facto complainant Gopalasamy and the sale consideration of 36 cents of land should be paid to the first accused Vijayalakshmi. The disputed land should be disposed as early as possible within a period of 35 days.

D.It is agreed between the parties that after the sale of the disputed property in the manner stated above, the de-facto complainant shall compound the case in Crime No.68 of 2022 on the file of the Inspector of Police, Pandalkudi Police Station. No other person from either should intervene in the said dispute in the future.

E.The first accused Vijayalakshmi has given power of attorney to her husband Jayaprakash(A6) to deal with this case. Since the Vijayalakshmi(A1) has executed gift deed in favour of her son Rahaventhana (A2) agreed to sell the property to the prospective purchaser in the terms stated above."

4.Heard. Perused the materials available on record including the First Information Report and also the terms of settlement.

5.Considering the facts and circumstances of the case and also considering the fact that the matter has been settled before the mediation, this court is inclined to grant anticipatory bail to the petitioners with certain conditions:

6.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, Aruppukottai, on condition that the petitioners shall execute a bond for a sum of Rs.25,000/- (Rupees Twenty Five 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.

[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 abscond, a fresh FIR can be registered under Section 229A IPC.

7. In the event of the petitioners failing to honour the terms of settlement, the respondent/de-facto complainant is entitled to move an application for cancel the anticipatory bail order.

sd/-
01/02/2023

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/02/2023

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

sj i

TO

1. THE JUDICIAL MAGISTRATE, ARUPPUKOTTAI.
2. DO THROUGH THE CHIEF JUDICIAL MAGISTRATE,
VIRUDHUNAGAR DISTRICT @ SRIVILLIPUTHUR.
3. THE INSPECTOR OF POLICE,
PANDALGUDI POLICE STATION,
VIRUDHUNAGAR DISTRICT.
4. THE ADDITIONAL PUBLIC PROSECUTOR,
MADURAI BENCH OF MADRAS HIGH COURT, MADURAI.

ORDER
IN
CRL OP (MD) No.17161 of 2022
Date : 01/02/2023

RK/SSS/SAR-2 (13/02/2023) 4P/5C