



CrI.O.P.No.12706 of 2024

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T.V.THAMILSELVI, J.

The petitioner, who apprehends arrest for the alleged offences punishable under Sections 406, 420 and 34 of IPC in Crime No.4 of 2024 on the file of the respondent police, seek anticipatory bail.

2.The case of the prosecution is that defacto complainant sold certain property to an extent of 1 acre and 95 cents vide sale deed bearing No. 4370 of 2015 on 04.11.2015 to the petitioner herein. It is alleged in the FIR that she did not receive the balance sale consideration of Rs.60,00,000/- and the petitioner/A2 along with A1 fraudulently grabbed her property and cheated the defacto complainant. Hence, the case.

3. The learned counsel appearing for the petitioner submitted that the petitioner is an innocent person and he has not committed any offence as alleged by the prosecution. He would also submit that the defacto complainant already lodged a complaint in Crime.No.253 of 2023 alleging that petitioner along with one Azhagappan colluded together and



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cheated the defacto complainant by grabbing her family property worth about one crore. He would also submit that the dispute between the petitioner and the defacto complainant, in respect of consideration received for the sale of land at Kottaiyur village, Tiruvallur District vide sale deed dated 06.01.2016 registered as document No.9 of 2016 before the Sub-Registrar, Sunguvarchatiram, has been compromised and resolved among themselves and the petitioner had settled a sum of Rs.3,90,00,000/- (Rupees three crore ninety lakhs only) towards final settlement to the defacto complainant. The said memo of compromise was also recorded by this Court in CrI.O.P.No.5569 of 2024 and this Court quashed the FIR in Crime No.253 of 2023 as against this petitioner with liberty to the defacto complainant to work out her civil legal remedies, if any against the petitioner. He would submit that receipt also produced on the side of the petitioner to show that the amount was paid to the defacto complainant. He would also submit that based on the compromise, the earlier FIR was quashed and immediately, the present FIR has been lodged as if the petitioner along with one Azhagappan cheated the defacto complainant and grabbed her property worth about



6. On perusal of the typed set of papers and a perusal of memo of compromise, this Court finds that liberty was granted to the defacto complainant to pursue her civil legal remedies if any, in respect of above mentioned property at Kottiyur village. The defacto complainant alleged in the present FIR that after entering into compromise only, she came to know that she was cheated by this petitioner and one Azhagappan/A2. In fact, she failed to raise all the objections at the relevant point of time. After recording the compromise before this Court, she lodged another complaint stating that this petitioner along with one Azhagappan cheated Rs.60,00,000/- As rightly pointed out by the learned counsel for the petitioner that the petitioner entered into a compromise with the defacto complainant and settled the due of Rs.3,90,00,000/-(rupees three crore ninty lakhs only).

7. Considering the above facts and circumstances of the case and also considering the submissions made by the learned counsel on either side, this Court is inclined to grant anticipatory bail to the petitioner subject to the following conditions.



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8. Accordingly, the petitioner is directed to **deposit a sum of Rs.5,00,000/- (Rupees five lakhs only) to the credit of Crime No.4 of 2024** and on such deposit and production of proof, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the **learned Judicial Magistrate-I, Kancheepuram** on condition that the petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten thousand only)** 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 petitioner 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 petitioner is directed to report before the



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respondent on every Saturday at 10.30am., for a period of eight weeks and thereafter, as and when required for interrogation.

[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.

[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.

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