



Crl.O.P.No.28022 of 2024

A.D.JAGADISH CHANDIRA, J.

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 of IPC in Crime No.1092 of 2024, on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant one Sekar, who is the power agent of one Sashikumar had entered into an Agreement of Sale towards purchase of property situated at Oragadam Village, Ambattur Taluk with the petitioner herein, who is holding the Agreement of Sale of the said property, thereby paid a sum of Rs.5,00,000/- as advance. However, the petitioner had not proceeded with the Agreement of Sale with the defacto complainant and did not return the advance amount to the defacto complainant and also threatened with dire consequences. Hence, this case.

3. Learned counsel appearing for petitioner submitted that petitioner is innocent and he had not committed any offence as alleged by the prosecution and he has been falsely implicated in this case. He further submitted that the petitioner had entered into an Agreement of Sale with one



Jayarani, towards purchase of a property, which has been bequeathed by Jayarani, as per the WILL dated 28.12.2015 executed by her mother Angammal Elizabeth. The petitioner, based on the Agreement of Sale with the said Jayarani, had entered into an Agreement of Sale with the defacto complainant, who is the Power agent of Sashikumar, towards selling the said property. Subsequently, there was a dispute over the said property among the legal heirs of the said Angammal Elizabeth, hence a suit in O.S.No.216 of 2021 was filed by the said Jayarani, which is pending for adjudication, hence the Agreement of Sale entered between the petitioner and the defacto complainant is incapable of being performed. He further submitted that the petitioner is ready to produce solvent sureties and to abide by any conditions that may be imposed by this Court, therefore, he prayed for grant of anticipatory bail to the petitioner.

4. Learned Government Advocate (Crl. Side) appearing for the respondent police opposed for grant of anticipatory bail to the petitioner by stating that the petitioner had entered into an Agreement of Sale with the defacto complainant, who is said to be the Power Agent of one Sashikumar, thereby received a sum of Rs.5,00,000/-. Subsequently, the petitioner had not proceeded further with the Agreement of Sale entered between the defacto complaint and the petitioner and did not return the advance amount, thereby cheated the defacto complainant.



5. Heard the learned counsel for the petitioner, the learned Government Advocate (Crl. Side) appearing for the respondent police and perused the materials available on record including the FIR.

6. Taking note of the facts and circumstances of the case, the submissions made by the learned counsel on either side, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

7. Accordingly, 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 Judicial Magistrate Court, Ambattur** on condition that the petitioner shall execute a separate 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 shall report before the respondent police everyday at 10:30 a.m., for a period of two weeks and thereafter, every Saturday at 10:30 a.m., until further orders.

[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 269 B.N.S.

13.11.2024

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