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Crl.O.P.No.26988of 2023

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and
Crl.MP.No.19566 of 2023

C.V.KARTHIKEYAN,J.

The petitioner/A3 in Crime No.75 of 2022 registered by the respondent police for the offences punishable under Sections 406 and 420 of IPC seeks anticipatory bail.

2. This Court had occasion to examine the anticipatory bail application filed by A1 and A2 in Crl.OP.No.21361 of 2023 and had dismissed the same by an order dated 11.10.2023.

3.The case of the prosecution is that the defacto complainant who had acquaintance with the 2nd accused wanted to purchase a property and the 2nd accused had stated that his father / 1st accused has land at Sriperumbudur and stated that the said property could be purchased by the defacto complainant. It is stated that trusting the words, the defacto complainant also agreed, but it was found that the property was under mortgage. However, the property was purchased and thereafter the agreement was that the sale consideration should be used to discharge the



mortgage. Thereafter, to put up a construction, a loan was also obtained from the Punjab National Bank for a sum of Rs.20,00,000/-.

4. It is stated that thereafter an agreement of sale had been created by the accused persons, wherein, it is very specifically stated in the complaint lodged before the respondent that the signature of the defacto complainant had been forged. On the basis of that particular agreement, a tripartite agreement was again registered and again it is very specifically contended by the defacto complainant that his signature had been forged in the tripartite agreement. The 3rd and 4th accused are bank officials, who according to the defacto complainant had connived in the entire incident to cheat the defacto complainant. He had got a property, which is not worth what it was projected. He had lost his money and today is repaying the mortgage on the property for a loan which he had not obtained.

5. The learned counsel for the petitioner stated that subsequent to the dismissal of their earlier application filed by A1 and A2, A4 had been taken into custody and had been granted bail. It is stated that there are no allegations against this petitioner even in the FIR and very specifically the



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names of A1 and A2 alone had been mentioned in the first information report. It is therefore contended that since A4 had been arrested and granted bail, this Court should also consider the anticipatory bail application of this petitioner herein. It is also stated that this petitioner had not benefited monetarily from any of the transaction.

6. The learned Government Advocate (Crl.Side) however objected to grant of any relief and stated that there had been forgery of the signature of the defacto complainant, relating to property which is worth only Rs.6,00,000/- but was projected as if it is worth about Rs.16,00,000/- and thereafter, the agreement of sale was prepared in which, the signature of the defacto complainant is alleged to have been forged and a tripartite agreement was also prepared in which also the signature is alleged to have been forged.

7. On an earlier occasion, this Court had placed an obligation of the investigating agency to take the petitioner into custody.



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8. The learned counsel for the Intervenor also seriously objected to grant of any relief by stating that the signature of the defacto complainant had been forged by all the accused persons and such forgery was to the knowledge of the accused persons.

9. Taking into consideration the fact that the investigation can never conclude, since the petitioner is absconding, at this stage, I am not inclined to grant anticipatory bail to the petitioner.

10. Accordingly, this Criminal Original Petition is dismissed. Consequently, the connected miscellaneous petition is closed.

Vv

04.01.2024

C.V.KARTHIKEYAN,J.



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