



WEB COPY



Crl.OP.No.27666 of 2023

Crl.O.P.No.27666 of 2023

and

Crl.MP.No.19617 of 2023

C.V.KARTHIKEYAN,J.

The petitioners/A1 and A2 who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 406 and 420 of IPC in Crime No.519 of 2023, seek anticipatory bail.

2. It is the case of the prosecution that the defacto complainant had approached the petitioners herein who are either directly or indirectly interest in a company called TVS Developers Private Limited which is in the business of building, promotion and construction.

3. In this connection, the defacto complainant and his wife have purchased two separate plots at Karana Puducherri village in Chengalpet District and later put up construction over the said plots. The sale deeds with respect to those plots had been executed in Document Nos.113 of 2011 and 12309 of 2012.



Crl.OP.No.27666 of 2023

WEB COPY

4. The learned counsel for the petitioners forwarded two separate copies which had been termed as agreement for Reconveyance/ Memorandum of Understanding effectively between the petitioners, rather between the first petitioner and the defacto complainant and his wife dated 04.01.2012 and 05.12.2012, by which, there was an agreement that the petitioners would construct building over the said plots. It is stated that the agreement envisaged that the defacto complainant should totally pay a sum of Rs.18,00,000/-, the petitioners herein to put up such construction.

5. It is the contention of the defacto complainant that though that amount had been transferred, the construction had not been put up and it is contended that the defacto complainant waited for a period of nearly eleven years and thereafter, frustrated with such waiting and without the building put up and without effective enjoyment of the land of their purchase had lodged the complaint before the respondents.



CrI.OP.No.27666 of 2023

WEB COPY

6. The learned Government Advocate (CrI.Side) stated that there were two separate transactions, one was for purchase of land and the total consideration for the purchase of land of two parcels of land was a sum of Rs.9,00,000/- each, totaling Rs.18,00,000/-. The vendor was also the petitioners herein. Thereafter, separate agreement was entered for putting up the construction of land and incidentally the consideration for that also was Rs.9,00,000/- each for the two plots, totally Rs.18,00,000/- . This fact is stressed upon by the learned counsel for the petitioners who contended that there was only one consideration of Rs.18,00,000/- and there was no second consideration of Rs.18,00,000/-

7. However, the learned counsel for the intervenor who is also present, denied and disputed that particular stand and stated that there were two separate independent transactions, one for purchase of lands and the other for putting up construction over the said lands . It is only co-incidental that the cost of each plots was Rs.9,00,000/- and the cost of construction over the each plot was also Rs.9,00,000/-.



CrI.OP.No.27666 of 2023

WEB COPY

8. It is also stated that receipts in this regard had been produced and agreements and all these documents have also been produced before this Court. The only issue is whether, as contended by the learned counsel for the petitioner, the consideration was for purchase of land and putting up construction was to Rs.18,00,000/- or whether for the purchase of land alone was Rs.18,00,000/- and for the construction of building was Rs.18,00,000/-. These are issues which have to be unravelled only during the course of trial. It is also seen that the petitioner had appeared before the respondent and I am presented with a document which signifies that the petitioners had agreed to repay the amounts. There is also the signature of an Advocate in that particular document.

9. Learned counsel for the petitioner states that the document was the result of influence exerted by the respondent. But there is no further complaint lodged before any Superior Officer of the respondent about this particular influence be exerted. It only indicates that to a little extent there has been admission that the petitioners are due and liable to return



Crl.OP.No.27666 of 2023

back some amount to the defacto complainant. That amount has to determined during the course of trial .

10. It is contended by the learned counsel for the petitioners that the second petitioner/wife of the first petitioner is not directly related to any of these transactions. The underlying hand of the first petitioner is present both in the agreement of sale, the sale and in the agreement for putting up construction. Therefore to file the final report, interrogation of the first petitioner is required. .

11. In view of those particular reasonings, I am not inclined to grant anticipatory bail to the first petitioner, but I would rather grant anticipatory bail to the second petitioner subject to the following conditions:

12. Accordingly, the second petitioner is ordered to be released on bail in the event of arrest or on her appearance, within a period of fifteen



CrI.OP.No.27666 of 2023

WEB COPY

days from the date on which the order copy made ready, before the learned *Judicial Magistrate Court-II, Chengalpet* on condition that the second petitioner shall execute a bond for a sum of **Rs.10,000/- (Rupees Ten Thousand only)** with two sureties, 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 2nd 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 2nd petitioner shall report before the respondent police on every Saturday at 10.30 a.m for a period of four weeks and thereafter as and when required for interrogation.

[c] the 2nd petitioner shall not tamper with evidence or witness either during investigation or trial.



Crl.OP.No.27666 of 2023

[d] the 2nd 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 2nd petitioner in accordance with law as if the conditions have been imposed and the 2nd petitioner 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.

13. With the above directions, this Criminal Original Petition in respect of the first petitioner/A1 stands dismissed. The Criminal Original Petition in respect of the the second petitioner/A2 stands ordered. Consequently, the connected miscellaneous petition is closed.

31.01.2024

Vv



WEB COPY



Crl.OP.No.27666 of 2023

C.V.KARTHIKEYAN,J.

Vv

**Crl.O.P.No.27666 of 2023
and
Crl.MP.No.19617 of 2023**

31.01.2024