



WEB COPY

CRL OP No. 2533 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18-12-2025

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRL OP No. 2533 of 2025

G. Vijayakumar
S/o. Ganapathiappan, Managing
Director of M/s. Safvolt Switchgears
Private Limited, No. 7/174,
Vellanaipattai Post, Kalapatty Via,
Coimbatore - 641 048.

Petitioner(s)

Vs

The State Rep.By, Inspector Of Police,
District Crime Branch, Tirupur. Crime
No. 14 of 2024.

Respondent(s)

CRL OP No. 2533 of 2025

PRAYER

To grant an Anticipatory Bail to the Petitioner/Accused in the event of arrest in
Cr.No. 14 of 2024 on the file of Respondent Police

For Petitioner(s): Mr. Naveen Kumar Murthi
for Mahamani M

For Respondent(s): Mr. R. Subbiah,
Government Advocate (Crl.

For Intervenor : Side)

Mr. K. Selvaraj
&
Mr. P.A. Sai Govindaraja

**ORDER**

WEB COPY

The petitioner herein filed this petition seeking Anticipatory Bail to the Petitioner/Accused in the event of arrest in Cr. No. 14 of 2024 on the file of Respondent Police.

2. The case of prosecution is that the defacto complainant is the owner of the property comprised in S.F.Nos. 521/3 and 521/1, Andiyagoundanur Village, Udumalpet Taluk, Tiruppur District to an extent of 41 acres. The petitioner, who is a Managing Director of M/s.Safvolt Switchgears Private Limited had purchased the said property through sale deed dated 31.12.2021 without paying the sale consideration of Rs.4,10,00,000/-. Moreover, the defacto complainant had also given protest petition on the same day of registration before the S.R.O., Udumalpet, but in spite of the same, the documents have been released within 4 days. Subsequently, when he demanded the sale consideration, the accused made criminal intimidation against the complainant. Thus, the complaint was registered against the petitioner and FIR registered under Section 420 IPC in crime No. 14 of 2024.

3. The learned counsel for the petitioner submits that the petitioner has been falsely implicated in this case as if he failed to pay the agreed sale consideration of Rs.4,10,00,000/-. According to the petitioner, he proposed to purchase the property of defacto complainant and after verification of the



documents in respect of land in S.F.Nos. 521/3 and 521/1, at Andiyagoundanur Village, Udumalpet Taluk, Tiruppur District to an extent of 41 acres and the sale deed was executed for the sale consideration of Rs.4,10,00,000/-. Immediately after the execution of the sale deed vendor's brother caused interference, hence, the petitioner has not paid partial sale consideration, due to which, the dispute arose between the petitioner and the defacto complainant. Thereafter, the defacto complainant filed a complaint before the respondent police stating that the petitioner has purchased the above mentioned property but he failed to pay the sale consideration. Thereafter, the petitioner herein filed anticipatory bail petition before this Court ins Crl.OP. No. 15812 of 2024. On hearing both sides, this Court has granted bail to the petitioner on the condition that he shall file a undertaking affidavit before the Trial Court that he would not make any further encumbrance over the above mentioned property. Thereafter, Venkatapathy filed Crl.M.P No. 12731 of 2024 before this Court stating that a joint compromise memo entered into between the petitioner herein and Venkatapathy and Vasantha Kumar on 23.09.2022. According to the compromise, the petitioner/accused admitted that Mr. Venkatapathy is entitled to 1/5 share of the above mentioned 41 acre property, i.e., 8 acres. But suppressing the joint compromise memo the petitioner filed an affidavit of undertaking before this Court claiming ownership of the entire 41 Acres property. On hearing both sides, this Court has cancelled the bail. Challenging the same, petitioner preferred SLP before the Hon'ble Apex Court and the same



was also dismissed. Now, the the petitioner herein filed this petition seeking anticipatory bail.

4. The learned counsel for the petitioner submits that the petitioner has purchased above mentioned 41 acres of land for valuable consideration but suppressing the encumbrance over the said land the defacto complainant sold the property. Further, he contended that part of the sale consideration was disbursed to original owner and their legal heirs. Now, there is change in circumstances and the petitioner is ready to abide with any conditions. Hence, he prays to allow this petition.

5. The learned counsel appearing for the intervenor raised strong objection stating that as per the terms of sale agreement the petitioner has to pay a sum of Rs.4,10,00,000/- as sale consideration but the petitioner has paid only a sum of Rs.1,41,00,000/- and remaining amount is not yet paid, besides earlier also they agreed to give sale consideration fixed of Rs.6 crores. Further, he pointed out that earlier bail was cancelled by this Court, now the petitioner is not entitled to file a fresh anticipatory bail petition. Hence, he raised objection to grant bail.

6. The learned counsel appearing for the intervenor submits that there was a joint compromise entered between the petitioner and intervenor/Venkatapathy on 23.09.2022, wherein the petitioner admitted that the intervenor is entitled to 1/5 share in above said 41 acres. i.e. 8 acres of the property through a sale deed dated 28.12.2021 and also the petitioner is agreed



not to cause interference in respect of above property. Based on that suit in O.S No. 101 of 2022 was filed and decreed in his favour. Thereafter, sister of A1 filed Revision before this Court contrary to the terms of joint compromise. Hence, he raised objection to grant bail.

7. By way of reply, the learned counsel for the petitioner submits that the petitioner has disbursed amount to the defacto complainant as well as to the intervenor to that effect he produced the statement of account. The details of payment is extracted hereinbelow:

<i>Date of Payment</i>	<i>Recipient Name</i>	<i>Amount Transferred</i>	<i>NETF Details</i>
13.10.2021	V. Radhakrishnan	50,00,000/-	UTIBR52021101300357262
13.10.2021	V.Radhakrishnan	50,00,000/-	UTIBR52021101300359133
21.12.2021	V.Radhakrishnan	2,00,000/-	AXIC213553565622
30.12.2021	V.Radhakrishnan	3,00,000/-	AXIC213646924502
07.03.2022	V.Radhakrishnan	6,00,000/-	AXIC220667651225
25.03.2022	V.Radhakrishnan	20,00,000/-	UTIBR52022032500297151
18.08.2022	V.Radhakrishnan	10,00,000/-	UTIBR52022081800206385
	Total Amount Paid	1,41,00,000/-	
11.07.2022	Vengadapathy V	2,50,000/-	UTIBR5202207110029905
13.10.2022	Vengadapathy V	1,00,000/-	AXIC222867249708
14.10.2022	Vengadapathy V	1,00,000/-	AXIC222877630289
25.04.2024	Vengadapathy V	2,00,000/-	P116240318349075
	Total	Rs.6,50,000/-	



WEB COPY

7.1. The petitioner claimed himself as a bonafide purchaser as he had agreed to purchase the said 41 acres from the defacto complainant and after execution of sale the petitioner came to know about the encumbrance. However, the petitioner now ready to abide with any conditions.

8. Heard both sides.

9. Considering the fact that the sale consideration was fixed as Rs.4,60,00,000/- for the above said land. As per the submission made by the petitioner's counsel, the defacto complainant received a sum of Rs.1,41,00,000/- and remaining amount has not been paid due to encumbrance, for which, the intervenor counsel raised objection. As per the bank account statement submitted by the petitioner's counsel, the petitioner has disbursed a sum of Rs.1,41,00,000/- to the defacto complainant. The details of payment is extracted hereinbelow:

<i>Date of Payment</i>	<i>Recipient Name</i>	<i>Amount Transferred</i>	<i>NETF Details</i>
13.10.2021	V. Radhakrishnan	50,00,000/-	UTIBR5202110130 0357262
13.10.2021	V.Radhakrishnan	50,00,000/-	UTIBR5202110130 0359133
21.12.2021	V.Radhakrishnan	2,00,000/-	AXIC21355356562 2
30.12.2021	V.Radhakrishnan	3,00,000/-	AXIC21364692450 2
07.03.2022	V.Radhakrishnan	6,00,000/-	AXIC22066765122 5
25.03.2022	V.Radhakrishnan	20,00,000/-	UTIBR5202203250 0297151



Date of Payment	Recipient Name	Amount Transferred	NETF Details
18.08.2022	V.Radhakrishnan	10,00,000/-	UTIBR52022081800206385
	Total Amount Paid	1,41,00,000/-	
11.07.2022	Vengadapathy V	2,50,000/-	UTIBR5202207110029905
13.10.2022	Vengadapathy V	1,00,000/-	AXIC222867249708
14.10.2022	Vengadapathy V	1,00,000/-	AXIC222877630289
25.04.2024	Vengadapathy V	2,00,000/-	P116240318349075
	Total	Rs.6,50,000/-	

9.1. Therefore, the above transactions can be considered as change of circumstances. However, remaining sale consideration yet to be paid. According to the defacto complainant, the final report was filed and there is no possibility of tampering evidence at this stage. Hence, this Court is inclined grant anticipatory bail to the petitioner with the conditions that the petitioner shall deposit a sum of Rs.2 crores before the Trial Court within a period of five weeks from the date of receipt of this order.

10. 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 of receipt of a copy of this order, before the Judicial Magistrate No.II, Tirupur, 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 and



on further condition that:

[s] 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 cooperate for the Trial proceedings.

[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 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.

18-12-2025

pbl
Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No

To



CRL OP No. 2533 of 202



1. The Inspector Of Police,
District Crime Branch, Tirupur.
2. The Judicial Magistrate No.II,
Tirupur



WEB COPY

CRL OP No. 2533 of 202



T.V.THAMILSELVI J.
pbl

**CRL OP No. 2533 of
2025**

18-12-2025