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CRL OP NO. 17446 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **23-01-2025**

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THE HONOURABLE MRS JUSTICE T.V.THAMILSELVI

CRL OP NO. 17446 of 2024

A.Elangovan

S/o. Arumugam, Residing at No. 32/48, 4th Main
Road, CIT Nagar, Nandanam, Chennai - 600 035.

Petitioner(s)

Vs

The State Rep by
The Inspector of Police, Central Crime Branch,
Tambaram City Police. (Crime No. 27 of 2024).

Respondent(s)

CRL OP NO. 17446 of 2024

For Petitioner(s):

M/s.M.Sabarinathan

For Respondent(s):

Mr.V.Meganathan, Public Prosecutor, Criminal Side

ORDER

The petitioner/A2, who apprehends arrest for the alleged offences punishable under Sections 419, 420, 464, 465, 467, 468, 471 of IPC, in Crime No. 27 of 2024 on the file of the respondent police seeks anticipatory



bail.

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2. The case of the prosecution is that the petitioner along with other accused persons had forged the life certificate of the de-facto complainant and defraud by transferring the titled of the de-facto complainant in favour of wife and in-laws of the petitioner herein. In the sale deed, the petitioner had signed as one of the witnesses. The de-facto complainant is the owner of property measuring to an extent of 3958 sqft comprised in S.No 292/12 bearing Plot No.19 at Ninnakarai Village, Maraimalai Nagar Township, Chengalpet Taluk, Kancheepuram District. The de-facto complainant to meet her Power Agent to deal with an undivided share of her above said property by General Power of Attorney, dated 27.05.2020 vide Doc.No. 3668/2020 on the file of Sub Registrar No.II, Chengalpet. After execution of General Power of Attorney sub divided the above and property into plot No.19A measuring to an extent of 2805 sqft and Plot No.19B measuring to an extent of 1153 sqft and alienated the Plot No.19B measuring to an extent of 1153 sqft, to the petitioners on behalf of the de-facto complainant. The sale consideration was fixed at Rs.6,95,300/- and the same was paid to one



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A.S.Venkatasubramanian and thereafter, sale deed was executed by the de-facto complainant through her Power Agent, dated 20.07.2020 registered as Doc.No. 4570 of 2020 on the file of Joint Sub Registrar No.II, Chengalpet. Thereafter, the petitioners put up a construction and they are in absolute possession and enjoyment over the same. During February, 2022, the de-facto complainant demanded to pay the sale consideration stating that as if the said A.S.Venkatasubramanian had cheated her by not paying the entire sale consideration to the de-facto complainant. Subsequently, A1 and A2 had created forged life certificate and executed sale deed in favour of the wife and inlaws of the petitioner. Later, the family members of the petitioner had filed a suit in O.S.No.45 of 2022 before the District Munsif Court, Chengalpet, against de-facto complainant. Hence the complaint.

3. When the matter was taken up for hearing, the learned counsel for the petitioner submitted that a Memorandum of Understanding was entered into between the parties on 12.12.2024. Subsequently, a full and final settlement was reached, and a sum of Rs.32 lakhs was paid through RTGS on various dates.



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4. The learned Government Advocate (Crl.Side) appearing for the respondent/State submitted that the petitioner along with other accused persons had cheated the de-facto complainant in respect of property in dispute and forged the life certificate of the de-facto complainant and transferred the titled of her in respect of Plot No.19B measuring to an extent of 1153 sqft. He further submitted that the civil suit is pending between the parties before the Court below. A1 and A2 had created forged the life certificate of the de-facto complainant and executed a sale deed in favour of the wife and in-laws of the petitioner herein. He also submitted that now a settlement was arrived between the petitioner and the defacto complainant.

5. Considering the facts and circumstances and a settlement was arrived between the petitioner and the defacto complainant, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

6. Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen (15) days



from the date of receipt of a copy of this order before the *learned Judicial*

Magistrate II, Chengalpattu, on condition that the petitioner shall execute a separate bond for a sum of Rs.10,000/- (Rupees Ten Thousand Only) each, 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:

[a] the petitioner and the sureties shall affix their photograph and left thumb impression in the surety bond and the Court concerned may obtain a copy of his Aadhar card or Bank pass Book to ensure their identity;

[b] the petitioner shall report before the respondent police, monthly once at 10.30 a.m., for a period of 4 months.

[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;



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[e] on breach of any of the aforesaid conditions, the learned Magistrate/ Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions has been imposed and the petitioner is 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]***; and;

[f] if the accused thereafter absconds, a fresh FIR can be registered under Section 229-A IPC;

23-01-2025

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To
1. The State Rep by
The Inspector of Police,
Central Crime Branch,
Tambaram City Police.
(Crime No. 27 of 2024).

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