



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-10-2025

CORAM

THE HONOURABLE MR.JUSTICE K.RAJASEKAR

CRL OP NO.21351 of 2025

S.Jawahar Farook

Petitioner

Vs

State Represented by

The Inspector of Police,
N-1 Royapuram Police Station,
Royapuram, Chennai.
Tamil Nadu – 600013.
Chennai District.
Crime No.822 of 2024.

Respondent(s)

PRAYER : Criminal Original Petition filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, to enlarge the petitioner on bail in the event of arrest pending investigation in Crime No.822 of 2024 on the file of the respondent police.



For Petitioner(s):

Mr.N.Chandran

For Respondent(s):

Mr.S.Udayakumar

Government Advocate (Crl.side)

For Intervener : Mr.J.Balaji

ORDER

The petitioner, who apprehends arrest by the respondent police for the offences punishable under Sections 406, 420 of IPC in Crime No.822 of 2024, seeks anticipatory bail.

2. The allegation against the petitioner is that the petitioner approached the defacto complainant for the purchase of a property for a total sale consideration for Rs.23 lakhs and also collected a sum of Rs.18,50,000/- from him. In this regard, an agreement was entered into between the parties on 01.11.2023. Further, it was revealed that the property was already mortgaged for a loan amount of Rs.30 lakhs. Therefore, the defacto complainant demanded the return of the money paid. Towards repayment of the said amount, the petitioner issued a cheque for the same value. However, when the cheque was presented for

Page 2 of 6



encashment, it was dishonoured.

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3. The learned counsel appearing for the petitioner submitted that the petitioner had informed the defacto complainant that the property was under mortgage and that the defacto complainant was well aware of the same at the time of entering into the agreement. He further submitted that the parties had agreed upon a time frame for repayment of the loan amount. However, since the petitioner was unable to settle the loan within the stipulated time, the creditors initiated action against the property. He further submitted that the petitioner has also taken steps to repay the amount to the defacto complainant. Hence, he prays to grant anticipatory bail to the petitioner.

4. The learned counsel for the intervener submitted that though it is stated in the FIR that the petitioner informed the defacto complaint that a loan had been borrowed from the bank, the exact amount for which the property was mortgaged was never disclosed. Further, despite promising to refund the money, the petitioner issued cheques which were subsequently dishonoured. Hence, it is contended that the petitioner has



cheated the defacto complainant.

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5. The learned Government Advocate (Crl.Side) appearing for the respondent police reiterated the prosecution case and submitted that the investigation is still pending. Hence, he opposed to grant anticipatory bail to the petitioner.

6. Heard the learned counsel for the petitioner as well as the learned Government Advocate (Crl.side) and perused the materials available on record.

7. Admittedly, this petitioner has received a sum of Rs.18,50,000/- as advance sale consideration from the defacto complainant. However, the petitioner has not come forward to execute the sale deed. It is further revealed that the petitioner had already borrowed a loan amount of nearly Rs.30 lakhs by mortgaging the property. Though the petitioner issued two cheques towards repayment of the amount, the said cheques were also dishonoured. In such circumstances, this Court is not inclined to grant anticipatory bail to the petitioner.



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8. Accordingly, this Criminal Original Petition is dismissed.

29-10-2025

drl

To

1.The Inspector of Police,
N-1 Royapuram Police Station,
Royapuram, Chennai.
Tamil Nadu – 600013.
Chennai District.

2.The Public Prosecutor
High Court of Madras.



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K.RAJASEKAR, J.,

drl

CRL OP NO.21351 of 2025

(1/2)

29.10.2025