



Crl.O.P.No.31410 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **30.01.2025**

CORAM

THE HONOURABLE MR.JUSTICE SUNDER MOHAN

CRL OP NO. 31410 of 2024

M.Manikandan
S/o.Mr.Murukesan, 1/21, Sivan Kovil Street,
Pettavaithalai, Tiruchirappalli, Srirangam - 639 112.

Petitioner(s)

Vs

The State Through
The Inspector of Police, Central Crime Branch - EDF-
III, Beat-7, Egmore, Chennai-600 008. (CCB Crime
No. 93 of 2024)

Respondent(s)

For Petitioner(s):

Mr.R Ganesh Kumar

For Respondent(s):

Dr.C.E.Pratap Govt Advocate (crl Side)

ORDER

Apprehending arrest in connection with Crime No.93 of 2024 registered for the offences punishable under Sections 406, 420, 465, 468, 471 r/w Section 34 of IPC, the present petition has been filed by the petitioner seeking anticipatory bail.



2. The case of the prosecution is that the defacto complainant is the

Director or Electro Hotels Pvt. Ltd., and he owned a hotel by name Village Retreat in Poonthandalam Village, Vengambakkam Panchayat, Kancheepuram District and he owned other properties in and around Chennai. Whiles, the defacto complainant had overdraft facilities with Punjab National Bank and for the said facility he had mortgaged his properties with the Bank. While so he had decided to sell the said property to the second and fourth accused for a sale consideration of a sum of Rs.7,70,00,000/- (Rupees Seven Crores and Seventy Lakhs Only). Further the defacto complainant agreed that the entire money was to be paid to the bank for release the documents pertaining to the Village Retreat property. However to continue the over draft the bank had demanded a further sum of Rs.2,25,00,000/- (Rupees Two Crores and Twenty Five Lakhs). Therefore the defacto complainant had requested the first and third accused to pay a B COPY sum of Rs.2,50,00,000/- with a promise that he would repay in six months duration. As security the defacto complainant had executed a Power of Attorney in favour of the first accused namely the Manager of the second and fourth accused herein dated 17.03.2023 in respect of 5.29 Acres



Crl.O.P.No.31410 of 2024

comprised in S.No.300/6A1,300/1,300/6B,300/4A in Poonthandalam Village, Thirukazhukundram Taluk, Chengelpattu District. Later he came to know that using the said Power of Attorney the property was conveyed in favour of the petitioners herein vide Document No.2854 of 2023 dated 27.04.2023 and came to know that the life certificate annexed with the document was forged and the property valuing Rs.6,60,00,000/- was alleged to be conveyed for a sum of Rs.2,05,13,881/-. Hence the case.

3. Learned counsel for the petitioner submitted that the petitioner is employed under A2 and all the other accused had been granted anticipatory bail in Crl.O.P.No.16816 of 2024 and Crl.O.P.No.25993 of 2024 and that the petitioner's case is similar to the other accused and on the parity, the learned counsel prayed to release the petitioner on anticipatory bail.

4. The learned Government Advocate (Crl.Side), on instructions, submitted that it is fact that the co-accused have been released on anticipatory bail by the orders of this Court.



5. This Court while considering the anticipatory bail filed by the co-accused has observed as follows:

"7.Considering the representation made on both sides, the nature of offence, the fact that there is a property dispute between the petitioners and the defacto complainant, and even according to the prosecution, the petitioners are only the purchaser of the property from A1 who alleged to have forged the life certificate of the defacto complainant and A1 is the primary accused and he is still absconding, considering the fact and circumstances of this case and that there are no previous cases pending against the petitioners, this Court is inclined to grant anticipatory bail to the petitioners, subject to the following conditions:"

6. In the present case, admittedly, there are no previous cases against the petitioner, as well. Therefore, this Court is of the view that the petitioner is also entitled to release on bail in the event of his arrest.

7. 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 Special Court for CCB & CBCID, Egmore, Chennai, 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, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] 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 shall report before the respondent police daily at 10.30 a.m until further orders.

[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 petitioner 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].



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CrI.O.P.No.31410 of 2024

SUNDER MOHAN, J.
Anu

[f] If the accused thereafter abscond, a fresh FIR can
be registered under Section 269 of B.N.S.

30.01.2025

Anu

To

1.The Special Court for CCB & CBCID, Egmore, Chennai

2. The Inspector of Police, Central Crime Branch -
EDF-III, Beat-7, Egmore, Chennai-600 008

CrI.O.P.No.31410 of 2024