

CrI.O.P(MD).No.8829 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Reserved on : 29.08.2025

Pronounced on : 16.09.2025

PRESENT

THE HONOURABLE MR.JUSTICE P.VADAMALAI

CrI.O.P(MD).No.8829 of 2025

and

CrI.M.P(MD)No.6990 of 2025

E.S.Shanavas

... Petitioner/Accused No.1

Vs.

State of Tamil Nadu rep.by
The Inspector of Police,
District Crime Branch – II,
Madurai.
(Crime No.11 of 2025)

... Respondent/Complainant

PRAYER: Criminal Original Petition filed under Section 482 of BNSS, to grant anticipatory bail to the petitioner/Accused No.1 in the event of arrest in Crime No.11 of 2025 on the file of the District Crime Branch – II, Madurai.

For Petitioner	: Mr.M.Michael Bharathi Advocate
For Respondent	: Mr.M.Karunanithi Government Advocate (CrI.side)
For Intervenor	: Mr.V.P.Rajan Advocate



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ORDER

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The petitioner seeks anticipatory bail on apprehension of arrest by the respondent police for the alleged offences U/s.406, 420, 465, 467, 468, 471 and 120B of IPC in Crime No.11 of 2025 on the file of the respondent police.

2. The case of the prosecution is that the defacto complainant and her husband are retired government employees. The petitioner is Accused No.1. He had to pay Rs.23 lakhs to the defacto complainant regarding sale consideration in respect of the earlier sale between them. Since the defacto complainant demanded the amount frequently, the petitioner planned to cheat the defacto complainant. The petitioner had power of attorney executed by one Meenakshi for her land measuring 24,416 sq.ft in S.No.275/8 of Alaganallur. He told the defacto complainant that the said land fetched high potentials and was situated along the main road and hence, Accused No.1 asked the defacto complainant to purchase the said land, adjusting the amount of Rs.23 lakhs due from him. The defacto complainant visited the land and offered to purchase. But, the petitioner sold 41,000 sq.ft. to various persons, including the defacto complainant, more than the 24,416 sq.ft. as per power deed. Knowing very well that he has no right to sell excess measurement, with the intention to cheat the

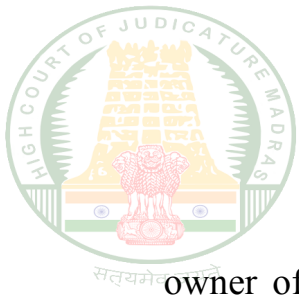


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defacto complainant, the petitioner sold 10004 sq.ft. to the defcato complainant for Rs.70 lakhs and received Rs.47 lakhs after adjusting Rs.23 lakhs towards sale consideration and with the assistance of co-accused, he executed three sale deeds dated 05.01.2012, 02.03.2012 and 16.03.2012. Thereby, the petitioner has received Rs.47 lakhs from the defacto complainant by cheating and forging the documents for 8000 sq.ft.

3. The learned counsel for the petitioner has submitted that the petitioner is arrayed as Accused No.1. The alleged sale took place in the year 2012 and the complaint was lodged in the year 2025. The petitioner has not committed any offence as stated by the defacto complainant. The petitioner is only the general power of attorney of the original owner, Meenakshi. The petitioner, along with the original owner, executed the sale deed for due sale consideration in favour of the defacto complainant. After verification of all the documents, the defacto complainant purchased the land in the year 2012. She has not taken any steps to survey her purchased land through revenue officials. According to defacto complainant, the petitioner along with co-accused, sold out more extent to various persons, including the defacto complainant. There is no complaint from other persons. The prosecution has not examined the principal



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owner of the land, namely Meenakshi, who executed a power of attorney in favour of the petitioner. The husband of the defacto complainant has also signed as witness in the sale deeds.

4. The learned counsel further submitted that the alleged offences U/s.406 and 420 of IPC cannot be attributed together as both of them are completely distinct to each other. To attract U/s.406 of IPC, there must be entrustment with person for property or dominion over the property and the person entrusted dishonestly misappropriated or converted property to his own use or dishonestly used or disposed of the property of willfully suffers any other persons so to do in violation of any direction of law prescribing the method in which the trust is discharged or legal contract touching the discharge of trust. He further argued that to attract Section 420 of IPC the essential ingredients i.e., deception of any person either by making a false or misleading representation or by other action or by omission and fraudulently or dishonestly inducing any person to deliver any property or the consent that any persons shall retain any property and finally intentionally inducing that person to do or omit to do anything which he would not do or omit.



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5. The learned counsel for the petitioner further submitted that in this case, the petitioner is the power of attorney of principal-owner Meenakshi and on the basis of the power of attorney, he executed sale deeds in favour of the defacto complainant and the husband of defacto complainant also signed as a witness in those documents. The petitioner has no intention to cheat and the principal-owner of the land i.e.. Meenakshi was not examined by the prosecution and the said Meenakshi has not made a complaint that the petitioner sold her land excessively than the extent as mentioned in the power of attorney. The petitioner has not done any fraudulent act. The petitioner has no intention to cheat by making false document. The petitioner has a valid power of attorney executed by the original owner, there is no allegation of fraud or otherwise by the original owner. So, the ingredients to attract Sections 406 and 420 IPC are not attributed to the petitioner, if so, the other alleged offences would not attract. Moreover, when there is no false document, the ingredients of Sections 467, 471, 463 and 464 would not attract. The co-accused were granted anticipatory bail by the Principal Sessions Court, Madurai. The Hon'ble Supreme Court in Arnesh case issued guidelines for bail and anticipatory bail in order to avoid unnecessary arrest by police for the



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offences punishable upto 7 years imprisonment. He would further submit that in case of any amount paid in excess, that should be recovered by way of filing civil suit.

6. In support of his arguments, the learned counsel for the petitioner has relied on the following rulings.

(i) AIR 2024 SC 4531 – Delhi Race Club (1940) Ltd. & Ors. /v./ State of Uttar Pradesh & Anr.

(ii) (2009)3 SCC (Cri.) 461 – Devendra & Ors. /v/ State of U.P. and Anr.

(iii) (2009) 3 SCC (Cri.) 929 – Mohammed Ibrahim & Ors. /v/ State of Bihar & Anr.

(iv) (2010) 2 SCC (Cri.) 649 – Ramesh Dutt & Ors. /v/ State of Pubjab & Ors.

(v) 2019-1 -L.W.(Crl.) 761 – Muthammal & Others /v/ S.Thangam

(vi) 2014(3) SCC (Cri.) 449 – Arnesh kumar /v/ State of Bihar and Anr.

(vii) 2019-1-L.W. (Cri.) 26 – State rep. by Inspector of Police, D-4 Zam Bazzar P.S. Chennai /v/ Nakeeran Gopal

(viii) (2023) 3 SCC (Cri) 593 – Md.Asfak Alam /v/ State of Jharkand

(ix) (2025) 1 SCC (Cri) 222 –Javed Gulam Nabi Shaikh /v/ State of Maharashtra & Anr.



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7. The learned Government Advocate (Criminal Side) appearing for the respondent police would submit that the defacto-complainant and her husband are senior citizens, who are retired government employees. The petitioner had to pay the balance of sale consideration of Rs.23 Lakhs relating to a purchase of land by the defacto complainant, so she persistently demanded the amount due from him. So, the petitioner planned to cheat her by saying that he would convey another property at Alanganallur village at lower price, as the land is having high potential. Believing the words of petitioner, the defacto complainant purchased the same for a total sale consideration of Rs.70 lakhs and paid Rs.47 lakhs after adjusting Rs.23 lakhs payable by the petitioner. Later, the defacto complainant sold part of the land purchased from the petitioner to few persons, whileso a vendee obtained a legal opinion and was told that there is discrepancies in the title deeds. Hence, the defacto complainant enquired and came to know that the petitioner had power of attorney only in respect of 24416 sq.ft. but sold 41,000 sq.feet i.e., 31000 sq.ft to 8 persons and 10004 sq.ft to the defacto complainant. The aforesaid 8 persons questioned the petitioner, he settled them, but when the defacto complainant asked about the sale of more extent than what had to be dealt, the



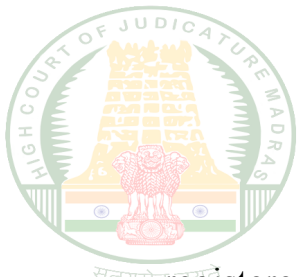
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petitioner abused the defacto complainant filthy language. The investigation is pending. Hence, the petitioner may not be granted anticipatory bail and the petition may be dismissed.

8. The learned counsel for the intervenor has put forth almost the same arguments submitted by the learned Government Advocate (Crl.side). He also submitted that the petitioner is a white collar offender, so he should not be shown leniency. The petitioner cheated the defacto complainant and her husband, knowing very well that they are aged persons and also they were in possession of retirement amounts. The custodial interrogation of the petitioner is necessary. Therefore, anticipatory bail may not be granted to the petitioner.

9. Heard and perused the available records. It is seen from the records that the defacto complainant purchased immovable properties in S.No.275/8 of Alagannalur village. It is not in dispute that one Meenakshi of Chennai is the original owner of that property and she has executed a power of attorney in favour of the petitioner. It is the case of the defacto complainant that the petitioner sold excess measurement than the measurement mentioned in the power of attorney. The sale took place in the year 2012 by way of three

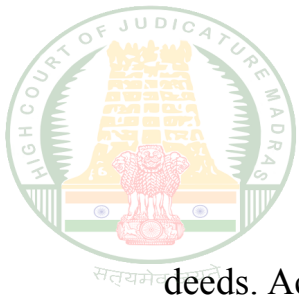


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registered sale deeds dated 05.01.2012, 02.03.2012 and 16.03.2012. While the facts being so, the defacto complainant came to know that the petitioner lacks entitlement to sell certain extent from the legal opinion obtained through one of her proposed vendees in the year 2016. The contents of FIR show that the defacto complainant alleged that the petitioner sold out 41000 sq.ft in S.No.275/5A and S.No.275/8 whereas he has got power of attorney only for 24,416 sq.ft and that out of 41000 sq.ft., 31000 sq.ft. was sold to eight other persons and 10004 sq.ft. to the defacto complainant.

10. The defacto complainant specifically alleged that the petitioner cheated the defacto complainant for 8000 sq.ft. and its sale consideration value, but accepted the rest of 2004 sq.ft. by virtue of sale deeds. There is no material placed on whether the defacto complainant purchased land from the petitioner without the consent of the principal owner, Meenakshi and also there is no material placed by the prosecution agency whether the principal owner Meenakshi, as well as the other 8 purchasers, levelled any allegation against the petitioner. The petitioner contends that the defacto complainant and her husband purchased the property only after verification of relevant title documents and the husband of defacto complainant is also a witness to the sale



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deeds. According to the citation relied on by the petitioner's side, at the time of executing the sale deed, there must be an intention to cheat or commit fraud in the minds of the petitioner. The documents are registered documents on the basis of registered power of attorney.

11. The petitioner further states that he has no intention to cheat the defacto complainant. As rightly argued by the learned counsel for the petitioner, whether the petitioner has the intention to cheat and forge documents could be decided only after full fledged trial by producing evidences and the case is relating to pure civil nature. The defacto complainant stated that she purchased 10004 sq.ft. But claims for cheating and forgery only regarding 8000 sq.ft. Moreover, there are no prima facie materials to show whether she has moved with the principal owner of the property for this discrepancy and also whether the excess property conveyed to the defacto complainant against the said excess, has been sold to some other persons, defeating her title. Therefore, there is necessity for measurement by survey officials as submitted by the petitioner counsel and that could be adjudicated only through a civil case and also the fact that the sale took place in the year 2012, but the complaint was lodged only in the year 2025. There is no bad antecedents reported against the petitioner.



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The co-accused/A2 to A4 were granted anticipatory bail by Principal Sessions Court, Madurai. The petitioner also undertakes that he is ready for interrogation by investigating agency. Since the alleged offences are based on records and considering the above facts and circumstances and this Court is inclined to grant anticipatory bail to the petitioner with conditions.

12. 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 on which the order copy made ready, before the learned Judicial Magistrate No.I, Madurai, on condition that the petitioner shall execute a bond for a sum of **Rs.25,000/- (Rupees Twenty Five 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 Judicial Magistrate No.I, Madurai, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

(a) The sureties shall affix their photographs and Left Thumb Impression in the surety bond and the Judicial Magistrate concerned may obtain a copy of their Aadhar card or Bank Pass Book to ensure their identity; and



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(b) The petitioner shall furnish his residential address and contact number to the learned Judicial Magistrate No.I, Madurai. If the petitioner change his residential address, he shall report the same to the learned Judicial Magistrate No.I, Madurai;

(c) On release, the petitioner shall appear and sign before the respondent police daily at 10.00 a.m. until further orders.

(d) The petitioner shall not abscond either during investigation or trial and he shall cooperate for the investigation;

(e) The petitioner shall not tamper with evidence or witness either during investigation or trial;

(f) On breach of any of the aforesaid conditions, the learned Judicial Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and and if there is any violation of condition, the Investigation Officer is within his discretion to approach the Court of the learned Judicial Magistrate, concerned for cancellation of bail as per the ruling of the Hon'ble Supreme Court reported in **P.K.Shaji/Vs/State of Kerala, (2005) AIR S.C.W.5560** and;

(g) if the accused/petitioner thereafter abscond, a fresh FIR can be registered under Section 269 of BNS, 2023.



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13. Consequently, the connected Miscellaneous Petition is closed.

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NCC : Yes / No
Index : Yes / No
Internet : Yes / No
VSD

To

- 1.The Judicial Magistrate No.I,
Madurai
- 2.The Inspector of Police,
District Crime Branch – II,
Madurai.
3. The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.



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P.VADAMALAI, J.

VSD

Pre - Delivery Order made in
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and
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