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CRL OP No. 14296 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-06-2026

CORAM

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

CRL OP No. 14296 of 2026

Davit Ravi

..Petitioner

Vs

State rep. by,
The Inspector of Police,
Thiruvanmiyur Police Station,
Chennai District.
Crime No.509 of 2025.

..Respondent

PRAYER: Criminal Original Petition filed under Section 482 of Bharatiya
Nagarik Suraksha Sanhita, 2023, to enlarge the petitioner on bail in the event of
the arrest in Crime No.509 of 2025 on the file of the respondent police.

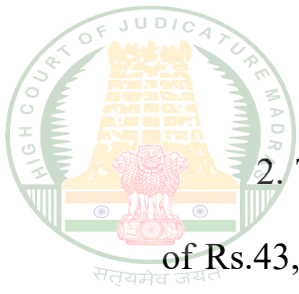
For Petitioner: Mr.M.P.Saravanan

For Respondent: Mr.N.Palanivel
Government Advocate (Crl.Side)

For Intervenor: Mr.M.Mohammed Rafi

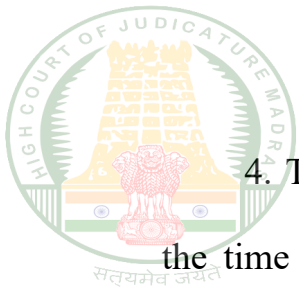
ORDER

The petitioner apprehends arrest for the alleged offence under Sections
318(4) of the Bharatiya Nyaya Sanhita (BNS) (420 of IPC) in Crime No.509 of
2025 on the file of the respondent police seeks anticipatory bail.



2. The case of the prosecution is that the defacto complainant paid a sum of Rs.43,00,000/- to the petitioner towards sale consideration for purchase of a property situated at Walajabad. It is alleged that the petitioner had promised to release the original title deeds from the Bank and execute the sale deed in favour of the defacto complainant. However, the petitioner and the Bank Manager/A2 failed to release the original documents and thereby cheated the defacto complainant. Hence, the complaint.

3. The learned counsel appearing for the petitioner would submit that the petitioner is the owner of the property in question and the defacto complainant intended to purchase the same by settling the mortgage loan. Believing the promise of the petitioner to execute the sale deed, the defacto complainant paid a substantial amount. The learned counsel would further submit that the petitioner had settled the mortgage loan. However, since the petitioner had certain other borrowals with the Tamilnadu Mercantile Bank, the Bank did not cancel the Memorandum of Deposit of Title Deeds and therefore the petitioner was unable to execute the sale deed in favour of the defacto complainant. It is further submitted that the petitioner is willing to execute the sale deed and that the delay was caused only due to the non cancellation of the Memorandum of Deposit of Title Deeds by the Bank. Therefore, he prayed to grant anticipatory bail to the petitioner.



4. The learned counsel appearing for the intervenor would submit that at the time of receiving the sale consideration, the petitioner had not disclosed about the existence of the other loan liabilities and therefore the defacto complainant was induced to part with the money. Hence, he opposed to grant anticipatory bail to the petitioner.

5. The learned Government Advocate (Crl.Side) appearing for the respondent would reiterate the allegations and oppose the bail application.

6. I have given anxious consideration to the submissions made by the learned counsel on either side.

7. This Court is of the view that from the submissions made on either side, it emerges that the petitioner is not disputing the receipt of the amount from the defacto complainant and is also willing to execute the sale deed. The materials placed before this Court indicate that the delay in execution of the sale deed appears to have arisen on account of the non-cancellation of the Memorandum of Deposit of Title Deeds by the Bank. Considering the totality of the circumstances and further considering that the petitioner is a senior citizen aged about 62 years, this Court is of the view that custodial interrogation of the petitioner is not required. Hence, this Court is inclined to grant anticipatory bail to the petitioner, subject to certain conditions.



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 (15) days from the date on which the order copy is made ready, before the **learned 18th Metropolitan Magistrate, Saidapet**, on condition that **the petitioner shall execute a bond for a sum of Rs.20,000/- (Rupees Twenty Thousand only)**, with **two sureties each**, for a like sum to the satisfaction of the learned Magistrate concerned, and on further conditions:

(a) If the petitioner fails to surrender before the concerned learned Magistrate within a period of fifteen (15) days from the date of receipt of a copy of this order, this order shall stand automatically cancelled;

(b) The sureties shall affix their photographs and left thumb impression in the application for surety ship (Judicial Form No.46 annexed to 'The Criminal Rules of Practice, 2019']. The learned Magistrate shall obtain a copy of any one of identify proofs to ensure their identity;

(c) The petitioner shall report before the respondent Police, everyday at 10.30 a.m., for a period of two weeks and thereafter, as and when required for interrogation;

(d) On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate actions against the petitioner in accordance with law as if the conditions have been imposed and the petitioner released on



anticipatory bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in ***P.K.Shaji v. State of Kerala [(2005) AIR SCW 5560]***;

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(e) If the petitioner thereafter absconds, a fresh FIR can be registered under Section 269 of BNS Act.

19-06-2026

NSL

To

1. The Inspector of Police,
Thiruvanniyur Police Station,
Chennai District.

2. The Public Prosecutor,
High Court of Madras.

3. The 18th Metropolitan Magistrate, Saidapet.



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C.KUMARAPPAN, J.

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