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Crl.O.P.Nos.28651 and 28622 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **30.01.2026**

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THE HONOURABLE MR JUSTICE K. RAJASEKAR

CRL OP Nos.28651 and 28622 of 2025

and Crl.M.P.Nos.19805 and 19808 of 2025

M.Shanthi Priya W/o.K.Mohideen Abdul Khadar

... Petitioner in Crl.O.P.No.28651 of 2025/ A2

K.Mohideen Abdul Khadar S/o.Kaja Mohideen

... Petitioner in Crl.O.P.No.28622 of 2025/ A1

Vs

The State Rep. By,

The Inspector of Police,

Central Crime Branch-I,

Chennai CCB, Chennai.

(Crime No.171 of 2025)

... Respondent/ Complainant in both petitions

PRAYER: Criminal Original Petitions filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, pleased to enlarge the petitioner herein on anticipatory bail in the event of their arrest by the respondent in Crime No.98 of 2025 on the file of the respondent police.

For Petitioners : Mr. R.C.Paul Kanagaraj
in both petitions for Mr.M.Govindaraju

For Intervenor : Mr.W.M.Abdul Azeez
in both petitions

For Respondent : M/s. J.R. Archana
in both petitions Government Advocate (Crl.Side)



COMMON ORDER

The petitioners herein, who apprehend arrest at the hands of the respondent police for the offences punishable under Sections 406, 420 and 120B of IPC in Crime No.171 of 2025 on the file of the respondent Police, seek anticipatory bail.

2. The case of the prosecution is that, the petitioners herein are the husband and wife and they came forward to execute a sale deed for selling a land measuring 3000 sq.ft., for a sum of Rs.3.04 Crores in favour of the defacto complainant and also collected Rs.1.75 crores as advance sale consideration; it is further alleged that this money was paid for the purpose of relieving the property from housing loan which is availed from SBI Bank; after discharging the loan, the petitioners had sold the land to one Henry. Hence, this case.

3. The learned counsel appearing for the petitioners submitted that the said Henry was a financier from whom the petitioners had earlier borrowed money and he was known to him in the year 2022 and when the petitioners were in financial need, Henry came forward to purchase the property in the meantime, the petitioners have entered into a sale agreement with the defacto complainant; though only Rs.1 Crore was paid to the petitioners, it was alleged that Rs.1.75 Crores was paid as advance sale consideration and time for the execution of sale deed was only



two months and after the expiry of two months only, they sold the property due to financial constraints, and property is sold in favour of Henry, hence there is no cheating involved in this case; he further submitted that the complaint was lodged as early as in the month of August, 2024. During the enquiry, the petitioners were regularly appeared and they have also paid Rs.50 lakhs to the defacto complainant and remaining disputed amount have to be only paid and that the petitioners are ready to abide by any conditions that may be imposed by this Court and to co-operate for the investigation, hence sought for anticipatory bail to the petitioners.

4. The learned counsel appearing for the intervenor while opposing the anticipatory bail to the petitioners submitted that it is not only a case of breach of trust but, it is a case of cheating itself, as before the petitioners have entered into an agreement with the defacto complainant, there was an agreement of sale with one Henry in force and it was entered as early as 09.03.2022 and this agreement was also suppressed; after collecting the said amount of Rs.1.75 crores and after redeeming of housing loan, all the original documents were handed over to the defacto complainant, and without informing the defacto complainant, the petitioners have colluded with Henry and executed a sale deed in order to defeat the rights of the complainant herein; therefore, it is a clear case of cheating and that the investigation is still pending.



5. The learned Government Advocate (Crl. Side) appearing for the respondent police while opposing the anticipatory bail to the petitioners reiterated the prosecution case and submitted that though the FIR was registered in the year 2024 so far, there is no money recovered and that the investigation of this case is pending.

6. I have gone through the FIR and other records, though from the outset it looks as a case of breach of trust, closest scrutiny of documents and other materials reveals that the petitioners without giving proper intimation, immediately, after the expiry of two months, outer period fixed for execution of agreement of sale entered with defacto complainant have sold the property in favour of Henry that too for lesser sale consideration and it is also revealed that the original documents relating to the property is with the defacto complainant and that is also suppressed; further, considering the fact that Rs.50 lakhs has been paid during the enquiry period and the petitioners have continuously co-operated for the investigation and since custodial interrogation of the petitioners is not necessary for the purpose of investigation of the case of this nature, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

7. Accordingly, the **petitioners in Crl.O.P.No.28651 and 68622 of 2025** are ordered to be released on bail in the event of arrest or on their appearance,



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within a period of fifteen days from the date on which the order copy made ready, before the **learned Metropolitan Magistrate Special Court for Exclusive Trial of CCB and CBCID cases, Egmore, Chennai**, on condition that the petitioners shall execute a bond for a sum of **Rs.15,000/- (Rupees Fifteen Thousand only)** with **two sureties each** for a like sum to the satisfaction of the learned Magistrate concerned and on further condition that:

[a] if the petitioners fail to surrender before the concerned Magistrate within a period of fifteen days from the date of receipt of 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 the identity proofs to ensure their identity;

[c] the petitioners shall report before the respondent police daily at 10.30.a.m., for a period of three weeks and thereafter, as and when required for interrogation;

[d] On breach of any of the aforementioned conditions, the learned Magistrate/Trial Court is entitled to pass appropriate orders against the petitioner in accordance with law as if the aforementioned



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conditions have been imposed and the petitioners 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)13 SCC 283]**;

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

8.Accordingly, these Crl.O.Ps are ordered and connected Crl.M.Ps. are ordered.

30.01.2026

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To

1. The Metropolitan Magistrate, Special Court for Exclusive Trial of CCB and CBCID cases, Egmore, Chennai.
2. The Inspector of Police,
Central Crime Branch-I,
Chennai CCB, Chennai.
(Crime No.171 of 2025)
3. The Public Prosecutor,
High Court of Madras.



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K. RAJASEKAR, J.

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