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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: ___.11.2026

CORAM
THE HONOURABLE MR. JUSTICE N. RAMESH

Crl.O.P.No.33587 of 2026
and
Crl.M.P.No.22395 of 2026

K. Ramesh Kumar, aged 55,
S/o Kuppusamy ... Petitioner / Accused No.7

Vs.

1. State represented by the Inspector of Police,
Kanakammachatram Police Station,
Tiruvallur District. (Crime No.36 of 2026)
... Respondent / Complainant

2. A.O. Ommen, S/o Ommen,
represented by his Power of Attorney,
G. Anandan, S/o G. Gurusamy
(intervener, permitted by this order in Crl.M.P.No.22395 of 2026)

... Respondent / De facto complainant

PRAYER: Criminal Original Petition filed under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023, to enlarge the petitioner on bail pending investigation in connection with Crime No.36 of 2026 on the file of the respondent.

For Petitioner : M/s. S. Kamadevan and K. Priyavarshini

For Respondent No.1 : Mr. M.M.I. Khaleel,
Govt. Advocate (Criminal Side)

For Respondent No.2 : M/s. A. Panneer Chelvam

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ORDER

This is a petition for regular bail under Section 483 of the BNSS. The petitioner is the seventh accused in Crime No.36 of 2026 on the file of the Kanakammachatram Police Station, Tiruvallur District, registered on 03.02.2026 for offences under Sections 318(4), 336(2), 336(3) and 340(2) of the BNS. The case was registered on the direction of the learned Judicial Magistrate, Tiruttani, under Section 175(3) of the BNSS, in Crl.M.P.No.2680 of 2025 dated 08.01.2026. The petitioner was arrested and remanded on 24.10.2026. Crl.M.P.No.22395 of 2026 is filed by the de facto complainant, A.O. Ommen, through his power agent G. Anandan, seeking leave to intervene. He is a victim within the meaning of Section 2(1)(y) of the BNSS. Crl.M.P.No.22395 of 2026 is ordered. He is permitted to intervene, and his counsel was heard.

2. The case of the prosecution, briefly stated, is this. The land is 6.02 acres in Survey No.197 (subdivisions 2, 3, 4A to 4F, 5A and 5B) of Kaverirajapuram Village, Tiruttani Taluk. Its owners, through their power agent I.V. Singam, the first accused, sold the whole of it in 1997 to twenty purchasers under registered sale deeds. One of them is A.O. Ommen, who bought 25 cents in Survey Nos.197/3 and 197/5B under Document No.1610 of 1997 dated 29.07.1997.

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On 06.02.2006, the first accused sold the same 6.02 acres again to G. Manoharan, the second accused, under Document No.190 of 2006. The second accused then dealt with the land again and again: a registered agreement with K.V. Ravi in 2006, a sale of 4.79 acres to the third accused on 20.02.2008, two sales dated 06.03.2008 which together cover the whole extent, and an unregistered agreement dated 18.03.2007 with the petitioner for Rs.26,48,800/-. On that agreement, the petitioner sued the second accused alone for specific performance in O.S.No.31 of 2008 on the file of the Principal District Court, Tiruvallur, obtained an ex parte decree on 07.08.2008, and in execution obtained a sale deed executed through the court for the entire 6.02 acres, registered as Document No.6877 of 2011. This came to light in 2025, when his power agent applied for patta.

3. Learned counsel for the petitioner made these submissions.

[a] The petitioner holds the land under the decree in O.S.No.31 of 2008 and the sale deed executed through the court, after paying an advance of Rs.10,00,000/- and depositing the balance in court.

[b] He entered into the agreement after seeing the patta and the encumbrance certificate, which showed the title and possession of the second

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accused, and he has himself been cheated by the second accused and his associates.

[c] The order of the learned Magistrate under Section 175(3) of the BNSS reads as if a trial had been held, and it was passed without hearing the accused. [d] He was arrested while his petition for anticipatory bail was pending before this Court.

4. The petition is opposed by the respondent on the ground that the investigation is pending. Learned counsel for the intervener submitted that the second accused had no title when he agreed to sell to the petitioner; that the petitioner and the second accused got up a collusive suit, kept the earlier purchasers out of it, and obtained an ex parte decree by suppressing the earlier sale deeds; that the Tahsildar, Tiruttani, refused patta to the petitioner on 02.07.2025; that the third accused has cancelled the sale deed in his favour and withdrawn his suit, after which the case was quashed as against him, and that the fourth accused was granted bail only after that cancellation; that the first, second, fifth and sixth accused are yet to be secured.

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5. I have considered the rival submissions and perused the material placed before me.

6. A bail court does not ordinarily go into title. This petition stands differently. The petitioner's whole answer to the accusation is that he holds the land under a decree of a civil court and a sale deed executed through that court. He has made that document the foundation of his case for bail. What it is worth has therefore to be seen, and that turns on registered documents and the decree.

7. I take first the title of the second accused. The sale deeds of 1997 were executed by the first accused as the power agent of the owners. Once they were registered, the owners had nothing left in the 6.02 acres, and neither had their agent. Section 48 of the Transfer of Property Act, 1882 makes every later transfer of the same property subject to the rights created earlier. The sale dated 06.02.2006 in favour of the second accused therefore passed nothing to him. When he agreed on 18.03.2007 to sell the land to the petitioner, he was agreeing to sell what he did not own.

8. I turn to the decree. A decree for specific performance compels the vendor to convey what he has. Under Section 19 of the Specific Relief Act, 1963,

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it may be enforced against the parties to the contract and against persons claiming under them by a title arising after the contract. The purchasers of 1997 are neither. Their title is about ten years older than the agreement, it does not come from the second accused, and none of them was a party to O.S.No.31 of 2008. The decree does not bind them. The sale deed executed through the court on behalf of the second accused could convey only his right, title and interest, and he had none.

9. The manner in which the decree was obtained points the same way. The suit was presented on 11.03.2008 against the second accused alone. By then he had sold 4.79 acres to the third accused on 20.02.2008 and had executed the two sale deeds dated 06.03.2008 for the whole extent. None of the twenty purchasers of 1997, and none of the later purchasers, was impleaded. The second accused, who on the petitioner's own case had taken Rs.10,00,000/- from him, did not appear, and the decree went ex parte. The petitioner says that he saw an encumbrance certificate before the agreement, but he has not produced it. The encumbrance certificate now on record, which covers the entries from 1979, carries the sale deeds of 1997, Document No.1610 of 1997 among them, and the registered agreement of 2006 with K.V. Ravi. Nothing placed before me shows that the plaint disclosed any of them to the court, and the petitioner does not say that it did. When he applied for patta for the whole 6.02 acres on 22.04.2025, the

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Tahsildar, Tiruttani refused it on 02.07.2025, recording, on the opinion of the Additional Government Pleader, that the suit had been filed without impleading the earlier purchasers and that the petitioner's document was an improper second registration. A suit brought against a vendor who had nothing to sell, behind the backs of those who owned the land and with their registered title kept from the court, is a collusive suit and an abuse of the process of the court. A litigant who withholds a vital document to gain an advantage plays a fraud on the court, and a decree obtained by such fraud is *"a nullity and non est in the eyes of law"*, which can be challenged in any court even in collateral proceedings, as held in **S.P. Chengalvaraya Naidu (Dead) by LRs. v. Jagannath (Dead) by LRs., (1994) 1 SCC 1** (paragraph 1). Section 38 of the Bharatiya Sakshya Adhiniyam, 2023 likewise allows a party to show that a decree set up against him was obtained by fraud or collusion.

10. For these reasons, I hold that the sale deed registered as Document No.6877 of 2011, executed through the court in favour of the petitioner in execution of the decree in O.S.No.31 of 2008, prima facie confers no title on the petitioner as against the purchasers of 1997.

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11. As for the order of the learned Magistrate, it directed no more than the registration and investigation of the case. Nothing placed before me shows that it has been challenged, and its correctness is not a matter for this petition. No interim protection is said to have been granted in the petition for anticipatory bail.

12. On bail, the considerations are the nature and gravity of the accusation, the material that gives reasonable ground to believe that the accused committed the offence, and the danger of the evidence being tampered with, as held in **Prasanta Kumar Sarkar v. Ashis Chatterjee, (2010) 14 SCC 496**. The submission that the petitioner was himself cheated by the second accused does not accord with the record as it stands. A purchaser who finds that his vendor had no title sues the vendor for his money. The petitioner instead took a decree behind the backs of the owners, had a sale deed executed for the whole 6.02 acres, and sought patta on it as late as 2025. Whether he acted dishonestly will be decided at the trial, but the material placed before me gives reasonable ground to believe that he was a party to the scheme and its chief beneficiary. The investigation is at an early stage, and the petitioner has been in custody for less than a month. On the intervener's version four of the accused, and even on the petitioner's version three, are yet to be secured. The fourth accused is not in the same position: he was released on 30.03.2026 after the sale deed he had executed as power agent

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was cancelled and the matter was reported settled in mediation, and the case against the third accused was quashed on a compromise. The petitioner continues to hold the court sale deed and to assert title under it. This is not a case for bail at this stage.

13. **In the result, this Criminal Original Petition is dismissed.**

14. The finding in paragraph 10 rests on the registered documents and the decree themselves, and it is recorded because the petitioner rested his case for bail on that sale deed. Whether the petitioner is guilty of the offences alleged, and in particular whether he acted dishonestly, is for the trial court. On that question, it is made clear that the observations made in this order are prima facie in nature and shall not influence the respondent in the further investigation or in the trial of this case.

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To

1. Inspector of Police,
Kanakammachatram Police Station,
Tiruvallur District

2. The Public Prosecutor,
Madras High Court.

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N. RAMESH,J.

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