



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-06-2026

CORAM

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

CRL OP No. 34513 of 2025

V.V.Ravikumar S/o.V.S.S.Sai,
10/324Y, Saikrupa Balaji Nagar,
Jegathala Road, Aruvankadu,
Nilgiris- 643202.

..Petitioner(s)

Vs

The State represented by:

The Inspector of Police,
Beta-IV, EDF-II,
CCB(Central Crime Branch) Police Station,
Veppery, Chennai District-07.
[Crime No. 199/2025]

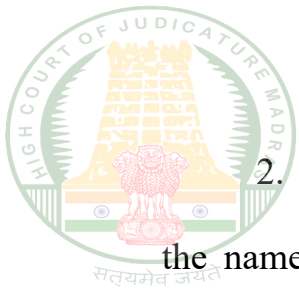
..Respondent(s)

PRAYER: Criminal Original Petition filed under Section 482 of Bharatiya
Nagarik Suraksha Sanhita, 2023, to enlarge the petitioner on anticipatory bail in
the event of the petitioner's arrest by the respondent police in Crime No.
199/2025 on the file of the respondent police.

For Petitioner(s):	Mr. Arivazhagan S
For Intervenor:	Mr. P. Sathyanathan
For Respondent(s):	Mr. N. Palanivel, Government Advocate (Criminal Side).

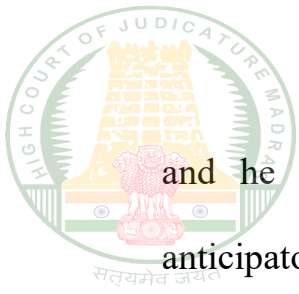
ORDER

The petitioner, who apprehends arrest for the alleged offence under
Sections 406, 409, 420, 120-B read with 34 of IPC in Crime No.199 of 2025, on
the file of the respondent police seeks anticipatory bail.



2. The *case of the prosecution* is that A1 is running a Partnership firm in the name of Saikrupa Enterprises and carrying out real estate business. A1 introduced A2 to the defacto complainant, and intimidated him to purchase a 12 grounds of land out of 15 grounds for Rs.6,84,00,000/-. During the period from 11.01.2023 to 11.11.2023, the defacto complainant transferred a sum of Rs.1,20,00,000/- to the IndusInd bank account of A1 and thereafter, Rs.4,65,00,000/- was collected by A1 and A2 from the defacto complainant. Further, A2 also received Rs.2,20,00,000/- from the defacto complainant. A2 had also induced the defacto complainant for execution of Power of Attorney Deed in favour of A2 by giving false promise to sell the land agricultural lands of the defacto complainant to the extent of 11 acres and 63 cents at Villupuram District. But A2 sold the said lands without the knowledge of the defacto complainant by producing the fabricated life certificate. When the same came to the knowledge of the defacto complainant, A2 cancelled the said Power Deed. Thus, the accused have criminally conspired together, committed criminal breach of trust and cheating. Hence the case.

3. The learned counsel for the petitioner submitted that the petitioner is an innocent and he has been falsely implicated in this case. He would further submit that the disputes are civil in nature and the defacto complainant has given criminal colour to the civil disputes. He has also submitted that the petitioner is ready to abide by any condition that may be imposed by this Court



and he undertakes to produce solvent sureties in the event of granting anticipatory bail. Hence, he prays to grant anticipatory bail to the petitioner.

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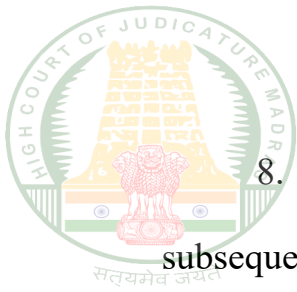
4. At this juncture, the learned Government Advocate (Crl.Side) appearing for the respondent police, while opposing the application for anticipatory bail, would submit that the petitioner, along with other accused, has involved in criminal conspiracy, criminal breach of trust and cheated the defacto complainant to the tune of Rs.8,20,00,000/-. The learned counsel for the intervenor has reiterated the prosecution case and has strongly objected to grant anticipatory bail to the petitioner.

5. Heard the submissions made by the learned counsel for the petitioner, intervenor and also the learned Government Advocate appearing for the respondent police and perused the materials available on record.

6. From the submissions of all of them, it comes to the light of this Court that the FIR came to be registered on 22.11.2025. When the matter is pending before this Court, the matter was referred by this Court for mediation. In furtherance thereof, a Memorandum of Understanding was entered into between the defacto complainant and this petitioner along with one Ajay Gyanoba Ankam as a confirming party. On the very same day, an unregistered Sale Deed was also executed in favour of the defacto complainant.



7. According to the Memorandum of Understanding, the Sale Deed has to be registered on or before 25.06.2026. In the meanwhile, the defacto complainant came to know about the pendency of the Civil Suit before the Hon'ble Supreme Court, wherein a Status-quo order was passed on 17.12.2025, which factum is not in dispute. However, it is the submission of the learned counsel appearing for the intervenor that having the status-quo order passed by the Hon'ble Supreme Court, even prior to the entering into the Memorandum of Understanding, the conduct of the petitioner in not disclosing such status-quo, would clearly demonstrate his act of cheating and therefore, would contend that the layering of money would be identified only by taking the petitioner under custody. However, while looking into the factual position, it is not in dispute that the petitioner and the defacto complainant have entered into a Memorandum of Understanding before the Mediation centre, in furtherance of direction of this Court. As per the Memorandum of Understanding, he has also executed the Sale deed. However, the issue now is, since because there was a status quo passed by the Hon'ble Supreme Court, such Sale deed could not be registered. At this juncture, the learned counsel for the petitioner would submit that subject to the outcome of the order of the Hon'ble Supreme Court, he is ready and willing to comply with the undertaking given in the Memorandum of Understanding dated 25.02.2026.



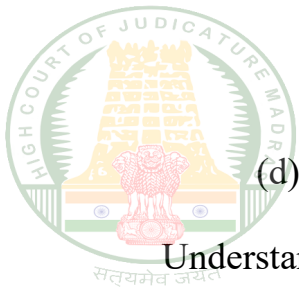
8. Though there are allegations, taking into consideration of the subsequent developments between the parties and the undertaking, this Court is of the firm view, at this length of time, custodial interrogation of the petitioner is not required. Therefore, this Court is inclined to enlarge the petitioner on anticipatory bail, subject to certain conditions:

9. Accordingly, the petitioner is ordered to be released on anticipatory bail in the event of arrest or on her appearance, within a period of **fifteen (15) days** from the date on which the order copy is made ready, before the **learned III Metropolitan Magistrate, George Town, Chennai**, 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 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 is directed to appear and sign before the respondent police daily at 10.30 a.m., and 5.30 p.m., until further orders;**



(d) the petitioner is also directed to comply with the Memorandum of Understanding, and if the petitioner is not complied with the Memorandum of Understanding, subject to the outcome of the Special Leave petition, the intervenor is at liberty to move an application for cancellation of anticipatory bail.

(e) 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];

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

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MJS

Note:

1. Registry is directed to forthwith upload this order in the Official Website of this Court.
2. All concerned to act on this order being uploaded in Official Website of this Court without insisting on certified hard copies. To be noted, this order when uploaded in the official website of this Court will be watermarked and will also have a QR code.



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To

1. The III Metropolitan Magistrate, George Town, Chennai.
2. The Inspector of Police, Beta-IV, EDF-II, CCB(Central Crime Branch) Police Station, Veppery, Chennai District-07.
3. The Public Prosecutor, High Court of Madras.



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C.KUMARAPPAN, J.

MJS

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