



*Crl.O.P.(MD)No.3112 of 2026*

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

( Criminal Jurisdiction )

Date : 19.02.2026

PRESENT

The HONOURABLE MRS.JUSTICE S.SRIMATHY

CRL OP(MD)No.3112 of 2026

S.Pradeep Kumar

... Petitioner

Vs.

State of Tamil Nadu,  
Rep. by the Inspector of Police,  
District Crime Branch,  
Virudhunagar District.  
(Crime No.10 of 2025)

... Respondent

For Petitioner : Mr.P.Karthikeyan

For Respondent : Mr.S.S.Manoj  
Government Advocate (Crl.Side)

PETITION FOR ANTICIPATORY BAIL Under Sec.482 of BNSS

PRAYER :-

For Anticipatory Bail in Cr.No.10 of 2025 on the file of the respondent police.

**ORDER:** The Court made the following order :-

The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 406, 420, 506(1) and 120B of IPC in



*Crl.O.P.(MD)No.3112 of 2026*

Crime No.10 of 2025, on the file of the respondent police, seeks anticipatory bail.

2.The case of the prosecution is that de-facto complainant, viz. Satish Narayarian, is a resident of Virudhunagar and is engaged in the business of real estate and earth movers with one Parthiban as his partner. The Petitioner used to work as a driver for the De-facto Complainant on a temporary basis. In the year 2023, Petitioner herein informed the De-facto Complainant that his sister, namely Bagirathi (Accused No. 2), and her husband, namely Ramakrishnan (Accused No. 1), are looking for a buyer to a land admeasuring 22 cents owned by them situated at PP Kulam, Madurai District. Further, the Petitioner introduced the De-facto Complainant to Accused No. 1 & 2. Subsequently, Accused No. 1 & 2 induced the De-facto Complainant to buy the subject land priced for Rs. 30 lakhs/-. On 12.01.2024, the De-facto Complainant paid an advance of Rs.1,008/- through Gpay and a further sum of Rs. 5 lakhs/- by way of cash. On the same day, parties to the transactions, i.e., A1, and De-facto Complainant, had entered into a sale agreement wherein A2 and said Parthiban stood as the witnesses to the agreement. On 10.02.2024, De-facto Complainant paid the balance of Rs. 25 lakhs/- in cash at the residence of the Accused No. 1. Upon receipt of the said amount, Accused No. 1 & 2 informed the De facto



*Crl.O.P.(MD)No.3112 of 2026*

Complainant that the original deed was lost and a Non-Traceable Certificate is in their possession. They were approached by another buyer quoting a higher price and demanded an additional sum of Rs. 45 lakhs/- for effecting the sale, on failure, the advance amount paid would be forfeited. On 07.04.2024, De-facto Complainant paid a further sum of Rs. 25 lakhs/- in cash and promised to pay the balance amount of Rs. 20 lakhs/- in 3 installments within 3 months. On the same day, the accused No.1 and 2 executed a power of attorney in favour of the De-facto complainant for the subject land. on 03.06.2024, the De-facto Complainant paid Rs. 10 lakhs/- and another Rs.5 lakhs/- on 02.07.2024, both in cash. In the meantime, De-facto complainant has entered into sale agreement with one Kanagaraj on 20.06.2024 upon receipt of Rs.10 lakhs/-. On 09.07.2024, the De-facto Complainant paid the balance amount of Rs. 5 lakhs/- at Virudhunagar Taluk Legal Services Committee in cash and obtained original deeds. Upon payment of full and final amount totalling Rs.75,01,008/-, Accused No. 1 & 2 demanded a further sum of Rs.6 lakhs/- from the De-facto Complainant. On 30.07.2024, 02.08.2024 and 26-08-2024, the De-facto Complainant paid Rs.75,000, 45,000, and 30,000/-, respectively, in favour of A1 through Gpay totalling Rs.76,51,008/-. When the De-facto Complainant inquired with the Surveyor, he was informed that the Survey No.1723/2 mentioned in the sale deed, and Survey No. 1726, which was shown to him as



*Crl.O.P.(MD)No.3112 of 2026*

the subject property, are different. When the De-facto Complainant confronted, the Accused persons abused and threatened the De-facto Complainant and demanded the possession of the sale agreement, sale deed and cancellation of PoA executed in favour of the De-facto Complainant. Hence, the FIR. Hence, the apprehension of arrest. Hence, a case has been registered as against the petitioner.

3.The learned counsel appearing for the petitioner submitted that the petitioner has been falsely implicated in this case and the petitioner has not committed any offence. He seeks this Court to grant anticipatory bail to the petitioner.

4.The learned Government Advocate (Crl. side) appearing for the respondent submitted that the offences committed by the petitioner are serious in nature.

5.Considering the facts and circumstances of the case, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

6.Accordingly, the petitioner is ordered to be released on bail in the



*CrI.O.P.(MD)No.3112 of 2026*

event of arrest or on his appearance, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/-(Rupees Ten Thousand only) with two sureties each for a like sum to the satisfaction of the Learned Judicial Magistrate No.II, Virudhunagar, within a period of fifteen days from the date on which the order copy made ready and on further conditions that:

[a]the petitioner and the sureties shall affix their photographs and left thumb impression in the surety bond and the Magistrate may obtain a copy of their Aadhaar card or bank pass book to ensure their identity.

[b] the petitioner is directed to deposit a sum of Rs.50,000/- (Rupees Fifty Thousand Only), to the credit of Crime No.10 of 2025 before the learned Judicial Magistrate No.II, Virudhunagar. After receipt of entire amount, the learned Judicial Magistrate, shall deposit the said amount in an interest bearing Fixed Deposit in any Nationalized Bank initially for a period of one year and renew them periodically until the final order/Judgment is passed in the case in Crime No.10 of 2025. The learned Judicial Magistrate or Trial Court shall pass orders regarding entitlement of the said amount in its final order/Judgment.

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

[d]the petitioner shall not tamper with the evidence or witness either during investigation or trial.



*Crl.O.P.(MD)No.3112 of 2026*

[e]the petitioner shall not abscond either during investigation or trial.

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[f]On breach of any of the aforesaid conditions, the learned Magistrate/Trial Court is entitled to take appropriate action against the petitioner in accordance with law as if the conditions have been imposed and the petitioner is 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)AIR SCW 5560].

[g]If the accused thereafter absconds, a fresh FIR can be registered under Section 269 of BNS.

**19.02.2026**

TMG

TO

1. Judicial Magistrate - II  
Virudhunagar.

2.The Inspector of Police,  
DCB  
Virudhunagar District.

3.The Additional Public Prosecutor,  
Madurai Bench Of Madras High Court,  
Madurai.



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*Crl.O.P.(MD)No.3112 of 2026*

**S.SRIMATHY,J**

TMG

ORDER  
IN  
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