



CRL OP(MD). No. 8460 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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(Criminal Jurisdiction)

Date : 08.06.2026

PRESENT

THE HONOURABLE MR. JUSTICE P. DHANABAL

CRL OP(MD). No. 8460 of 2026

Suresh @ Suresh Kumar

...Petitioner/Accused

Vs

State of Tamil Nadu rep. by
The Inspector of Police,
District Crime Branch'
Madurai City
(Crime No.25 of 2025)

...Respondent

For Petitioner : Mr.M.Jegaadeesh Pandian

For Intervenor : Mr.J.Vijayan

For Respondent : Mr.N.Balasubramanian

Counsel for State of Tamil Nadu (Crl.Side)

PETITION FOR ANTICIPATORY BAIL Under Sec.482 of BNSS

PRAYER :-

For Anticipatory Bail in Cr.No.25 of 2025 on the file of the respondent police.



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ORDER : The Court made the following order :-

WEB COPY The petitioner/A1, who apprehend arrest at the hands of the respondent for the offences punishable under Sections 420,465,467,468,471 and 120(B) of IPC in Crime No.25 of 2025 on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant is running dhal business at Chennai. The 1st accused Suresh is involved in a real estate business and land promoters. When the Defacto complainant is searching vacant site for his business development purpose at Madurai, the 1st accused introduced himself to the defacto complainant and told that he was vacant site was having at Kochadai which belongs to Muthukrishnan and Manojkumar. After seeing the property, the defacto complainant gave the amount of Rs.30,00,000/- through cheque and Rs.70,00,000/- withdraw the cash from the bank. After receiving the amount Sundhar and his brother Muthukrishnan has executed agreement for the amount of Rs.1 Crore in favour of the defacto complainant on 27-10-2021, in which Suresh signed as attesting witness and also, on 11-01-2023 Sundhar executed another agreement in which revealed that, vacant site situated at Kochadai in Survey Nos.57/1, 58/7, 58/8 in the extent of area 82 cents which belongs to

2/8



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Jeevanantham. Subsequently, the defacto complainant asked about the

property while the Sundhar replied that, the above said property having many encumbrance. In the meantime, Sundhar and Suresh has jointly assured that to purchase a vacant site is having Madurai east Parayankulam village in Survey No.46/3 and the extent area is 2 acre and 33 cents from its power holder is Manojkumar, then registered the Sundar house Thereafter, as per the agreement the they have not purchased the above said property in favour of the defacto complainant and they have not settled the amount, on receiving the amount from the defacto complainant in the guise of purchase the property. On 19-03-2025 the defacto complainant gone to Karuppayurani sub registrar office to receive the sale deed, while the sub registrar replied that the registered property patta is in name of other person and also principal Muthukrishnan cancelled the power of his power holder Manojkumar on 08-01-2024 in the deed no.133/2024. So, the registration has been cancelled. Hence, the complaint.

3. The learned counsel for the petitioner would submit that the petitioner is innocent and a false case has been foisted against him. The petitioner has nothing to do with the alleged crime. He would further submit that entire amount was given to the A2 and not there was not even a single



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transaction between this petitioner and the accused persons. The present

petitioner is only an attesting witness. Hence, he prays to grant anticipatory bail to the petitioner.

4. The learned counsel appearing for the intervenor vehemently objected to grant anticipatory bail to the petitioner stating that the offences are grave in nature and the petitioner along with other accused cheated the defacto complainant to the tune of Rs. 1 crore 30 lakhs by entering into an agreement.

5. The learned Government Advocate (Crl.Side) would submit that 1st accused Suresh is involved in a real estate business and land promoters. When the Defacto complainant is searching vacant site for his business development purpose at Madurai, the 1st accused introduced himself to the defacto complainant and told that he was vacant site was having at Kochadai which belongs to Muthukrishnan and Manojkumar. After seeing the property, the defacto complainant gave the amount of Rs.30,00,000/- through cheque and Rs.70,00,000/- withdraw the cash from the bank. After receiving the amount Sundhar and his brother Muthukrishnan has executed agreement for the amount of Rs.1 Crore in favour of the defacto



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complainant on 27-10-2021 and thereafter they cheated the defacto

complainant by not registering the property, hence he strongly opposed to grant anticipatory bail to the petitioner.

6. Heard both sides and perused the materials available on record.

7. Considering the rival submissions on either side, considering the nature of offences and also considering the fact that there is a dispute between the parties in respect of registration of sale deed based on agreement and even according to the prosecution the alleged occurrence took place on 02.10.2021 and First Information Report has been registered on 31.07.2025 and by this time investigation might have been completed and even according to the prosecution the petitioner herein is only an attesting witness in the document and considering the fact that no previous case is pending against the petitioner, this Court is inclined to grant anticipatory bail to the petitioner, subject to the following conditions:

[a] Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the learned Judicial Magistrate No.I, Madurai on condition



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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 Magistrate concerned and on further conditions that:

[b] the petitioner shall report before the respondent police on every Monday at 10.30 a.m., until further orders

[c] the petitioner shall not commit any offences of similar nature.

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

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

[f] On breach of any of the aforesaid conditions, the learned Judicial 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 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].



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

(P D B J)
08.06.2026

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To

- 1.The Judicial Magistrate No.I, Madurai
- 2.The Inspector of Police,
District Crime Branch'
Madurai City
- 3.The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.



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P. DHANABAL, J

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ORDER
IN
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